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ABSTRACT

This report describes a practicum project that designed, developed, and implemented a model collective bargaining procedure for use by educators in small and medium-sized districts in florida. Section 1 of the report presents a brief historical perspective on collective bargaining for teachers in the U.S. and public employee bargaining in Florida, and discusses results of a survey on the present collective bargaining status of teachers in small and medium-sized counties in Florida. Section 2 gives detailed information on the design, development, approval, and adoption of the model procedure. Section 3 deals with the actual implementation of the procedure in Columbia County, Florida. Appendix A contains the model collective bargaining procedure and Appendix Q contains a copy of the Columbia County master contract that was negotiated using the model procedure. Although the model procedure reflects present conditions and legislation in Florida, the process used to develop and implement the model may be useful to educator groups in other states as well. (Author/JG)

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A MODEL COLLECTIVE BARGAINING PROCEDURE FOR USE BY EDUCATORS IN SMALL AND MEDIUM SIZED COUNTIES IN FLORIDA

by

Silas Pittman

Submitted in partial fulfillment of the requirements for the degree of Doctor of Education, Nova University

EA 009 357

Gainesville Cluster
Dr. Jack B. Christian, Coordinator

Maxi II Practicum
February, 1976

Dedicated with appreciation to my wife,

Jan McColskey Pittman, and my two daughters,

Alexis Greer Pittman and Daphne Elise Pittman.

ACKNOWLEDGMENTS

The writer expresses his sincere appreciation to Ms. Jeanne NesSmith, former president of the Columbia Education Association, Ms. Sharon Richards, president of the Columbia Education Association, and the Executive Board of the Columbia Education Association.

Implementation of this practicum would not have been possible without the cooperation of the Collective Bargaining Team. My fellow team members were Ms. Victoria Ellis, Spokesman, Ms. Sandra Braddock, Ms. Quintilla Lynch, and Mr. A. H. Stevens.

The writer is especially grateful to Dr. Vanessa Dean Arnold and Mr. Albert Montgomery for their very wise counsel, to Mr. Dyess R. Couey and Mr. Joseph J. Hall for their inspiration, and to Ms. Jacqueline R. Clark for helping the writer put it all together and typing the final draft of this Maxi II Practicum.

ABSTRACT

The purpose of this practicum was to develop a model collective bargaining procedure whereby local educators in small and medium sized counties in Florida can effectively bargain collectively with local school boards. The procedure was developed and subsequently approved and implemented by the Columbia Education Association. The successful implementation of the procedure which culminated in the signing of a master contract between the Columbia County School Board and the Columbia Education Association suggests that the procedure may be useful in other counties (districts) of similar size.

Although the practicum was concerned with implementation at the local level of Florida State Law, the practicum report describes a process that should be useful to any group anywhere in the United States concerned with developing a model and implementing to obtain local representation.

TABLE OF CONTENTS

		Page
ACKNOWLEDGMENTS		iii
ABSTRACT		iv
INTRODUCTION		1
I.	PRACTICUM RESEARCH	3
	Historical Perspective of Professional Negotiations/Collective Bargaining	
	Law Permitting Collective Bargaining by Public Employees	
	Present Status of Collective Bargaining by Teachers In Small And Medium Sized Counties In Florida (Spring, 1975)	
II.	PRACTICUM PROCEDURE	18
III.	PRACTICUM IMPLEMENTATION	26
IV.	CONCLUSIONS AND RECOMMENDATIONS	45
	Conclusions	
	Recommendations	
	Evaluation	

Table of Contents--Continued

APPENDICES

A. A MODEL COLLECTIVE BARGAINING PROCEDURE FOR USE BY EDUCATORS IN SMALL AND MEDIUM SIZED COUNTIES IN FLORIDA 50

B. SURVEY QUESTIONNAIRE 158

C. COLUMBIA EDUCATION ASSOCIATION BID FOR RECOGNITION 165

D. CONSENT HEARING 167

E. ELECTIONEERING GROUND RULES 169

F. ELECTIONEERING BULLETINS 171

G. RESULTS OF COLLECTIVE BARGAINING ELECTION . . 176

H. COLLECTIVE BARGAINING SESSIONS BEGIN 178

I. PROGRESS MADE IN BARGAINING 180

J. FINDING OF FACT AND RECOMMENDATIONS FOR SETTLEMENT HEARING 182

K. SPECIAL MASTER"S RECOMMENDATIONS 190

L. CONTRACT TALKS RESUME 193

M. PUBLIC HEARING CALLED FOR 195

N. PUBLIC HEARING 198

O. RESULTS OF THE PUBLIC HEARING 201

P. TEACHERS RATIFY CONTRACT 203

Q. MASTER CONTRACT BETWEEN SCHOOL BOARD OF COLUMBIA COUNTY AND THE COLUMBIA EDUCATION ASSOCIATION (1975-76) 206

INTRODUCTION

Educators in some small and medium sized counties in Florida found themselves in a dilemma with the advent of the passage of the Public Employee Collective Bargaining Law in 1974. Many of them had worked diligently to bring about its passage only to find themselves confronted with the problem of "how could they succeed in implementing it?" Specifically, they did not possess the financial resources, know-how and/or expertise to effectively bargain collectively with local school boards who did have the financial resources, know-how and/or expertise via the public till (taxing powers).

This Maxi II Practicum report deals with the writer's efforts to design, develop, and implement a model collective bargaining procedure. The procedure was developed to aid those educators referred to above in preparing themselves to sit "across the table" as equals with school boards and to effectively bargain collectively in behalf of their fellow teachers.

The section on the status of collective bargaining by teachers presents a brief historical perspective of professional negotiations/collective bargaining by teachers in

the United States, the evolvement of the right of public employees (teachers) in Florida to bargain with their employers, and the results of a survey of the present status of collective bargaining by teachers in small and medium sized counties in Florida.

The section on practicum procedure gives detailed information on the design, development, approval, and/or adoption of the model procedure.

The section on implementation of the procedure deals with the actual implementation of the procedure in Columbia County.

Appendix A consists of the model collective bargaining procedure, A Model Collective Bargaining Procedure for Use by Educators in Small and Medium Sized Counties in Florida, as it was adopted by the Columbia Education Association; and Appendix P presents the culmination of the entire Maxi II Practicum effort, a signed master contract between the School Board of Columbia County and the Columbia Education Association.

CHAPTER I

PRACTICUM RESEARCH

The 1974 session of the Florida State Legislature passed a bill guaranteeing all public employees in Florida the right to collective bargaining. The bill, when signed into law on May 30, 1974, by Governor Rubin Askew, became the Public Employee Collective Bargaining Law of 1974 (CH 74-100). Florida Statute CH 74-100 created the Public Employees Relations Commission (PERC or "Commission") to regulate and oversee the implementation of the Law. Teachers, being public employees, are covered by Ch 74-100. The rights and privileges guaranteed teachers under the Law also required their assumption of certain responsibilities. The assumption of these responsibilities appeared to present problems for teachers in small and medium sized counties who did not have the financial resources to hire a professional negotiator, and who did not presently possess the know-how and/or expertise to effectively bargain collectively with local school boards.

Historical Perspective of Professional Négotiations/ Collective Bargaining

A. United States

Professional negotiation (also called collective negotiation and collective bargaining) was a term practically unheard of in the vocabulary of employer-employee relations in education prior to the 1950s. In 1960, the Pasadena, California, Board of Education became the first to adopt a professional negotiation agreement as a result of a resolution by the National Education Association (NEA). Collective bargaining is an older term, used by labor and industry for a century. The Wagner Act of the 1930s stimulated the use of the negotiating process in labor disputes but did not invent the term. Collective negotiation, a combination of the two terms, is likewise a recent addition to educational jargon. In the 1970s, the modifying word "professional" has been dropped and the process is referred to simply as negotiation or collective bargaining.

Stinnet et al. defined "professional negotiation" as a "set of procedures written and officially adopted by the local staff organization and the school board which provides an orderly method for the school board and staff organization to negotiate on matters of mutual concern, to reach

agreement on these matters, and to establish educational channels for mediation and appeal in event of an impasse."[1]

Lieberman and Moskow[2] defined "collective negotiations" as "a process whereby employees as a group and their employers make offers and counteroffers in good faith on the conditions of their employment relationships for the purpose of reaching mutually acceptable agreement." As an agreement-making process between a group of employees and employers, it should not be confused simply as the right of teachers to be consulted or to be heard. Phelps[3] defined "collective bargaining" as "a group action concerned with reaching common points of agreement. It is a way of arriving at decisions that influence terms and conditions of employment, that is, 'governance of the shop.' It is basically a negotiating and agreement-making process involving give and take by both sides." It begins with flexible positions from which both sides can retreat with honor and presumes a similar degree of bargaining power for representatives on each side of the table.

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[1]T. M. Stinnet, J. H. Kleinmen, and M. L. Ware, Professional Negotiation in Public Education, New York: Macmillan, 1966, p. 2.

[2]M. Lieberman and M. H. Moskow, Collective Negotiations for Teachers, Chicago: Rand McNally, 1966, p. 1.

[3]Orme W. Phelps, Introduction to Labor Economics, New York: McGraw-Hill Book Company, Inc., 1955, pp. 75-76.

The NEA prefers the term "professional negotiations," whereas the American Federation of Teachers (AFT) tends to use "collective bargaining." Presently, there is considerable debate about the full meaning of these terms as well as about which should be employed in education. The differences in meaning are slight. The terms have more in common than the advocates of any one term would care to admit. More and more these terms are being used synonymously. Negotiations/collective bargaining is a means whereby teachers formalize their access to the school power structure. Both the NEA and AFT advocate collective action by teachers.

Today, State Laws are basic in employer-employee relations in public education. Wisconsin was the only state that had a comprehensive law regulating negotiation in public education prior to 1965. Between 1965 and 1967, 14 states --Alaska, California, Connecticut, Florida, Massachusetts, Michigan, Minnisota, Nebraska, New Hampshire, New York, Oregon, Rhode Island, Texas, and Washington--enacted legislation guaranteeing the right of teachers to join or not to join various types of employee organizations as well as to participate in professional negotiation. By 1972, 29 states had enacted legislation defining in some manner teacher-school board negotiation. Maguire reports that "many state statutes have taken major portions of their collective

negotiations act verbatim from the Taft-Hartley Act (1947)" and "used precedents established by the National Labor Relations Board in deciding disputed cases in teacher negotiations before state appeals boards."[4]

The content of such state laws varies greatly in scope and substance; however, there seems to be little question, from a legal standpoint, that certified school employees have the right to organize whether affiliated with a union or not. Several states have passed specific statutes stipulating that public employees have the right to join unions or other types of organizations. The traditional judicial view is that teachers do not have the right to strike, nor can compulsory membership be required. Only in Hawaii are strikes legal under certain conditions. In North Carolina and Virginia negotiating with public-employee organizations is specifically prohibited.[5]

B. Florida

Prior to 1943, the Florida Law and the State's Constitution of 1885 were silent concerning the right of public employees to bargain with their employers. Florida's

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[4]John W. Maguire, "Professional Negotiations: State or Federal Legislation?" School and Society, Vol. 98, No. 2324, March, 1970, pp. 176-177.

[5]Stinnet et al., op. cit., pp. 27-28.

governmental employers believed they were under no obligation to bargain with their employees.

In 1943, the Florida Legislature enacted legislation regulating the activities of union officials and certain aspects of labor and management relations. The law made no mention of public employees, neither including nor excluding them.

Three years later, the first case seriously questioning the bargaining rights of governmental workers came before the State Supreme Court. In the case of Miami Water Works Local 654 vs. the City of Miami, the union asked the court to require the city to bargain with the union. The court found, however, that the city was not required to recognize the union for the purpose of collective bargaining.

The question of public employee unions remained unanswered until 1959 when the legislature set down certain guidelines. These guidelines said public agencies could not hire anyone who:

(1) participates in any strike;

(2) asserts the right to strike against the state, county, or any municipality; or

(3) is a member of an organization of government employees that asserts the right to strike against the state, county, or any municipality.

The guidelines did assure public workers the right to freedom of association, self-organization, and the right

to join or to remain a member of any labor organization that met the requirements of the law. In addition, the law said employees had the right to submit proposals concerning salaries and working conditions to their public employers.

In an opinion by the Florida Attorney General the same year, the right to submit proposals was qualified in that employees could submit proposals; but public employers were under no obligation to consider them.

Finally, in 1968, the Florida Supreme Court, in Pinellas County Classroom Teacher Association vs. The Board of Public Instruction, established the right of public workers to bargain as members of a union or labor organization. In the same year, the people of Florida approved a new State Constitution that included a section granting public workers the right to collective bargaining. The section states:

> The right of persons to work shall not be denied or abridged on account of membership or nonmembership in any labor union or labor organization. The right of employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The new constitution of 1968 assured the right to bargain collectively to all workers; however, this constitutional guarantee still required legislative action. Former Governor Claude Kirk, who strongly opposed the right of public employees to bargain, issued an executive order

prohibiting any state agency or officer from negotiating with any labor organization representing public employees.

Shortly after Governor Rubin Askew took office in 1971, he issued an executive order that, although different in tone, had the same effect as Governor Kirk's order. Askew's order declined to permit collective bargaining by public workers until the legislature approved procedures for such bargaining. Implementing legislation was introduced in each session of the legislature from 1969 through 1973, but each time the legislation failed to pass. Then, in an unprecedented move, the Florida Supreme Court said if the legislature failed to develop the necessary procedures during the 1974 session, the court would do it.

Acting under the shadow of the court's ultimatum, the 1974 Florida Legislature passed the Public Employee Collective Bargaining Law, Florida Statute CH 74-100. In passing the legislation, the Florida Legislature created the Public Employees Relations Commission (PERC) and mandated that the Commission develop its rules and regulations by January, 1975.

Law Permitting Collective Bargaining By Public Employees

A. Public Employee Relations Law, Florida Statute CH 74-100

Section 1. Section 447.03, Florida Statutes, is amended to read:

447.03 Employees' right to self-organization--Employees shall have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activities, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

Section 3. Part II of chapter 447, Florida Statutes is created to read:

447.001 Statement of policy--It is declared that the public policy of the state and the purpose of this part is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. It is the intent of the legislature that nothing herein shall be construed to either encourage or discourage organization of public employees. These policies are best effectuated by:

(1) granting to public employees the right of organization and representation;

(2) requiring the state, local governments, and other political subdivisions to negotiate with bargaining agents duly certified to represent public employees;

(3) creating a Public Employees Relations Commission to assist in resolving disputes between public employees and public employers; and

(4) recognizing the constitutional prohibition against strikes by public employees and providing remedies for violations of such prohibition.

B. Public Employees Relations Commission

The Public Employees Relations Commission was established as a result of the Public Employee Collective Bargaining Law, CH 74-100. It operates within the Department of Commerce but possesses independent, quasi-judicial powers in fulfilling its functions as mandated by the Law. The PERC has the power to amend, promulgate, or rescind any rules and/or regulations as it deems necessary to carry out its functions.

The PERC may subpoena witnesses, books, documents, records, etc. as necessary evidence to conduct its inquiry; and it may administer oaths and affirmations. A refusal to appear or produce the evidence requested by PERC may be construed by the Circuit Court, in the area in which hearings are being held, as contempt; and said person may be punished by the Circuit Court.

The PERC will decide who is eligible to serve as a mediator or special master, investigate all claims of prohibited practices and charges of striking by public employees. The PERC is not subject to the control of the

Department of Commerce when performing its duties; therefore, it is a separate, independent entity (agency) with legislative, executive, and policing powers. Also, it has the power to provide relief and remedy to the grieved party. The PERC was created to see that the process of collective bargaining is properly carried out by both parties. As with all governmental agencies, the findings of the PERC may be appealed through the judicial system.

Present Status Of Collective Bargaining By Teachers In Small And Medium Sized Counties In Florida (Spring, 1975)

A survey instrument was developed by the writer and mailed to forty-three county teacher associations/organizations in small and medium sized counties in Florida (See Appendix B). The purposes of this survey instrument were to gather data in order to determine the present status of collective bargaining by teachers in small and medium sized counties in Florida, to determine the need for a model collective bargaining procedure, and to gain input from existing agreements (master contracts) to be utilized in preparing a model collective bargaining procedure.

Of the forty-three survey instruments mailed, thirty-one were returned. As shown in Table I-1, only three of the thirty-one counties responding had any form of bargaining or negotiations agreement in effect. Two were listed as professional negotiations agreements and one

TABLE I-1

PRESENT STATUS OF COLLECTIVE BARGAINING BY EDUCATORS IN SMALL AND MEDIUM SIZED COUNTIES IN FLORIDA

Counties Responding	Items														
	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15
Baker	X				X	X		X		X	X	X			X
Bradford					X		X				X			X	
Calhoun							X	X		X	X	X			
Columbia							X				X			X	
Dixie							X				X			X	
Flagler					X		X	X		X	X	X			
Franklin							X	X		X	X	X			
Gadsden					X		X				X			X	
Gilchrist							X				X			X	
Glades					X		X	X		X	X	X			
Highlands					X		X	X		X	X	X			
Hamilton							X				X			X	
Hendry					X		X	X		X	X	X			
Hernando					X		X	X		X	X	X			
Holmes							X	X		X	X	X			
Jackson					X		X	X		X	X	X			
Jefferson											X			X	
Lafayette							X				X			X	
Levy					X		X	X		X	X	X			
Liberty							X	X		X	X	X			
Madison											X			X	
Martin	X				X	X		X		X	X	X			X
Nassau					X		X	X		X	X	X			
Osceola					X		X	X		X	X	X			
Pasco			X	X	X	X		X		X	X	X			X
Putnam					X		X	X		X	X	X			
St. Johns					X		X	X		X	X	X			
Suwannee							X				X			X	
Sumter					X		X	X		X	X	X			
Union											X			X	
Wakulla							X				X			X	
Totals	2	0	1	1	17	3	25	19	0	19	31	19	0	12	3

Items

1. Associations/organizations having professional negotiations agreements
2. Associations/orgainzations having professional negotiations agreements culminating in binding arbitration
3. Associations/organizations having collective bargaining agreements
4. Associations/organizations having collective bargaining agreements culminating in binding arbitration
5. Associations/organizations registered with the PERC
6. Associations/organizations certified by the PERC
7. Associations/organizations planning to become certified as the bargaining agent for this year (1975)
8. Associations/organizations presently having members who have the know-how and/or expertise and are prepared to effectively bargain collectively with the school board
9. Associations/organizations planning to hire a professional negotiator to bargain with the school board in behalf of the teachers
10. Associations/organizations belonging to a parent group (state or national) that will bargain with, or furnish the expertise to bargain with, the school board in behalf of the teachers
11. Associations/organizations planning to use (train) members from their own ranks to bargain with the school board for teachers.
12. Associations/organizations having access to a formal procedure to use in training members in their own ranks to bargain with the school board for teachers
13. Associations/organizations having access to a formal collective bargaining procedure available to other associations/organizations at a minimal cost
14. Associations/organizations interested in having access to such a formal procedure at minimal cost (cost of reproduction)
15. Associations/organizations having professional negotiations/collective agreements (master contracts) in effect who would be willing to share and permit usage of portions of the same in developing a model collective bargaining procedure

as a collective bargaining agreement. One of the three contained a grievance procedure that culminated in binding arbitration, and the other two left resolution of impasse with the school board.

Seventeen of the thirty-one responding had registered with the Public Employees Relations Commission, but only three had been certified. Of particular interest was the fact that not one association/organization planned to hire a professional negotiator; however, nineteen of those responding felt that they had members who presently had the expertise and know-how to successfully bargain collectively with the school board for the teachers, or they belonged to or were affiliated with parent organizations, who would either bargain for them or furnish the expertise and/or know-how to train their local members to accomplish the same.

Twelve of the thirty-one responding indicated that they did not presently have the expertise and/or know-how to effectively bargain collectively with the school board for the teachers in their county, that they did not have the financial resources to hire a professional negotiator, and that they either did not belong to a parent organization or their membership or affiliation with a parent organization did not entitle them to a representative to bargain for them or to be furnished with the expertise

and/or know-how to be trained to accomplish the same. Three of the thirty-one responding had a professional negotiations and/or a collective bargaining agreement in effect, and copies of these were furnished to the writer. They were: the Baker County Education Association, the Martin County Education Association, and the Pasco Classroom Teachers' Association.

CHAPTER II

PRACTICUM PROCEDURE

The writer became interested in the development of a model collective bargaining procedure as a result of the passage of the Public Employees Collective Bargaining Law, Florida Statute CH 74-100, and having been requested by the President and Executive Board of the Columbia County Education to serve as the chief negotiator for the Association. Their request was motivated by the fact that membership dues were in (October, 1974), and it was apparent that financial resources were not available to hire a professional negotiator. Also, that same month the Association had voted not to affiliate with a labor union, per se, that could have furnished the know-how and/or expertise to bargain with the local school board. Their request of me was based on my having been a former director of the Florida Education Association, a former president of the Columbia Education Association, and a former Superintendent of Schools in Columbia County.

I declined the invitation to serve as the chief negotiator, but proposed instead that I develop a model collective bargaining procedure to be implemented by the

Association. The Executive Board bought the idea. I advised the Executive Board at that time that I was going to propose to Nova University that the development of the collective bargaining procedure serve as my Maxi II Practicum. I proposed the same to Nova University in early January, 1975; and after making an addendum to the proposal, received final approval from Nova on March 25, 1975.

As stated in the proposal, A Model Collective Bargaining Procedure for Use by Educators in Small and Medium Sized Counties in Florida, the overall goals or expected outcomes of the practicum were to:

(1) design, develop, and implement a model collective bargaining procedure for use by educators in small and medium sized counties in Florida;

(2) accomplish the signing of a master contract between the School Board and the teachers of Columbia County, recognizing the Columbia Education Association as the exclusive bargaining agent for teachers;

(3) get the model collective bargaining procedure adopted by the Columbia Education Association for future use; and

(4) make the model collective bargaining procedure available to other organizations, associations, and groups in other districts.

The writer, after a search of the literature, designed, then developed, a model collective bargaining procedure. The procedure consisted of four individual components. Each component was developed by the writer and submitted to the Executive Board of the Columbia Education

Association for revision and/or approval. Upon completion and approval of the entire procedure, it was adopted by the Columbia Education Association Executive Board for implementation by the Association (see Appendix A).

A. Literature Search

A search of the literature was conducted to determine the present status of collective bargaining by teachers in other states and in other counties (districts) in Florida. The results are summarized in Chapter I of this

Report. In addition, copies of collective bargaining agreements (master contracts) were obtained from the Baker County Education Association, the Martin County Education Association, the Pasco Classroom Teachers' Association (small and medium sized counties in Florida), the Collier County Education Association, the Hillsboro Classroom Teachers' Association, the Dade County Classroom Teachers' Association (medium-large to large counties in Florida), and from the Gary Teachers Union, Local No. 4, AFT, Gary, Indiana; the Education Association of St. Mary's County, St. Mary's County, Maryland; and the Scottsdale Education Association, Scottsdale, Arizona. These master contracts were analyzed as to features that could be used in the design and development of the model collective bargaining procedure.

B. Design of the Collective Bargaining Procedure

The design for the CB procedure that was approved by the Executive Board of the Columbia County Education Association consisted of four components:

1. Becoming the Bargaining Agent
2. The Collective Bargaining Election
3. Local Collective Bargaining Organization
4. The Collective Bargaining Package

Each component was developed by the writer, then submitted to the Executive Board of the Columbia County

Education Association for suggestions and/or recommendations for improvement and final approval.

C. Development of the Collective Bargaining Procedure

1. Becoming the Bargaining Agent

The development of the component on "Becoming the Bargaining Agent" required extensive study and/or familiarization with the Public Employee Collective Bargaining Law, 1974 (Florida Statute CH 74-100), and the Public Employees Relations Commission (PERC) Rules and Regulations. Both CH 74-100 and the PERC Rules and Regulations set forth specific procedures that all unions/employee organizations must follow in order to become the exclusive bargaining agent for public employees (teachers). After careful study and familiarization, the writer excerpted from CH 74-100 and the PERC Rules and Regulations those specific procedures. They were divided into two overall categories, registration, and recognition and certification. A detailed, step-by-step outline was developed for each category along with editorial comments pertaining to the responsibilities of the employee organization seeking to become the bargaining agent, suggestions for facilitating the process, and possible consequences of not fully complying with the Law, Rules and Regulations. A flow chart was developed delineating the steps necessary for recognition and certification

of an employee organization for the purposes of collective bargaining.

All the forms, petitions, applications, etc. necessary for registration, and recognition and certification were obtained from the Public Employees Relations Commission, the Department of Commerce, or were developed by the writer and included as Appendices A-G of the Model CB Procedure (See Appendix A).

The component was submitted to the Executive Board of the Columbia County Education Association for approval on March 11, 1975. After only slight revision of the wording of the authorization card, the Executive Board approved the component and authorized immediate implementation by the Association.

2. The Collective Bargaining Election

In developing the component, "The Collective Bargaining Election," the writer relied heavily upon his past experience in conducting elections, both successful and unsuccessful, and a brochure entitled, Guidebook to Winning Collective Bargaining Elections, prepared by Vincent Grove and Stanley Kern, New York State United Teachers, Division of Field Services, for the Florida Education Association, United Community College Faculty of Florida. Where portions of the "Guidebook" were incorporated in the component, a special effort was made to adapt said portions to the local situation.

Another very important consideration in preparing this component was compliance with the rules, Rule 8H-3.28, Election Procedure; Rule 8H-3.29, The Method of Conducting Elections; and Rule 8H-3.30, Runoff Elections; of the Public Employee Relations Commission. These rules are in fact administrative law and must be complied with by all unions/ employee organizations.

Suggestions and/or recommendations for organizing for an election, conducting the campaign, election ground rules, and election day activities were developed and presented in detail form. When the component was presented to the Executive Board of the Columbia County Education Association for approval, several of the board members felt that the component was too elaborate for a county of our size. Also, several members of the board felt that the Association was going to be certified as the bargaining agent without a collective bargaining election; so the component was not approved at that time. Two weeks later a rival employee organization intervened and the PERC, after a consent hearing, ordered an election. The Executive Board convened in special session and approved the component as it was originally presented.

3. Local Collective Bargaining Organization

The development of the component on "Local Collective Bargaining Organization" was the most difficult of the four

components that constitute the overall Model Collective Bargaining Procedure for the writer. The newness of collective bargaining for public employees (teachers) made it difficult to obtain information on local collective bargaining organization. The writer attempted to become as familiar as possible with the collective bargaining process through available literature and by attending two workshops offered by the Florida Education Association/United, then proceeded to develop the component.

The bargaining team's performance at the table is of utmost importance; so the development of the component centered around suggestions and/or recommendations for the selection, assignment, and training of the team. Team discipline, the caucus, support for the team, and the development of table skills were also spoken of in the component.

The Executive Board of the Columbia County Education Association recognized the weaknesses of this component and apparently sympathized with the writer. As will be elaborated on later in this report, the Executive Board approved the component for implementation; and at the same time, appropriated funds for a workshop to be conducted by a consultant from the Florida Education Association/United in the areas covered by this component.

4. The Collective Bargaining Package

Ten collective bargaining agreements (master contracts), seven from Florida counties and three from counties (districts) in other states, were collected and carefully analyzed for features that could be appropriately adapted to the local situation. The writer then developed a detailed, step-by-step outline for preparation of demands, preparation of package, language of demands, establishing priorities among demands, and a package check. Suggestions for faciliating the bargaining process and a flow chart depicting the same were included in the component. Also, survey instruments developed by the writer to assist in the preparation of demands and a model grievance procedure were included as Appendices H, I, and J of the Model CB Procedure (See Appendix A).

CHAPTER III

PRACTICUM IMPLEMENTATION

When the writer proposed the development of a Model Collective Bargaining Procedure as a Maxi II Practicum to Nova University, he was advised that the development of the procedure alone would not be sufficient to meet the requirements of a Maxi II Practicum. An addendum was made to the original proposal to include the implementation of the procedure and the signing of a master contract. The writer now realizes the wisdom of Nova's requiring his active participation in the implementation of the procedure before giving her final approval and agrees that the greatest learning experience of the Practicum was his participation in the implementation of the Model CB Procedure.

Implementation of the procedure, A Model Collective Bargaining Procedure for Use by Educators in Small and Medium Sized Counties in Florida, took approximately seven months. The procedure consists of four components:

I. Becoming the Bargaining Agent

II. The Collective Bargaining Election

III. Local Collective Bargaining Organization

IV. The Collective Bargaining Package

Due to the time factor, it was necessary to implement the first component while the remaining three were being developed. This did not, however, present any great problem for the writer, since implementation of the first component mostly required filling out and filing forms, applications, etc. that had been developed by the writer or secured by him from the Public Employees Relations Commission or the Department of Commerce.

I. Becoming the Bargaining Agent

Implementation of the component, "Becoming the Bargaining Agent," consisted mainly of filling out forms, applications, petitions, etc. and filing the same with the appropriate agencies. The following activities were required:

A. Registration

1. Public Employees Relations Commission

a. Checklist of information submitted:

(I) Name and address of local and parent organization, officers, staff, etc.

(II) Amount of dues

(III) Current financial statement (budget)

(IV) Name and address of "agent for service" (CEA President)

(V) Nondiscrimination pledge

(VI) Prior year financial report (audited)

(VII) Registration fee of $15

(VIII) Constitution and bylaws of local employee organization and its parent affiliate

b. Submitted to: Chairman
Public Employees Relations Commission
2005 Apalachee Parkway
Tallahassee, Florida 32301

2. Division of Labor, Florida Department of Commerce

a. Checklist of information submitted:

(I) Report of Labor Organization

(A) Form required proper notarization

(B) Accompanied by $1 filing fee

(II) Business Agent Application

(A) Photograph required

(B) Form required proper notarization

(C) Accompanied by $1 filing fee

(III) FBI Fingerprint Card

(A) Completed by "agent of service"

(B) Signed in the presence of official doing fingerprinting

b. Submitted to: Division of Labor
Department of Commerce
Room 220
1321 Executive Center Drive-East
Tallahassee, Florida 32301

B. Bargaining Unit Defined

Before the Columbia Education Association could be recognized as the exclusive representative (bargaining agent) for the teachers in Columbia County, it was necessary to define the bargaining unit. This was done by the Executive Board of the Columbia Education Association. Following guidelines set forth in the Model CB Procedure, the Executive Board defined the bargaining unit by listing those categories (positions) it felt it could represent and who would have voting power. Some categories were included even though there was some question as to whether or not they were "management" or "confidential" employees. The final determination regarding categories to be included in the bargaining unit was, by law, left to the PERC Hearing Officer.

C. Authorization Cards Signed

Once the bargaining unit had been defined, the eligible population of the proposed bargaining unit were asked to consider signing authorization cards designating the Columbia Education Association as their exclusive bargaining

agent for a period of twelve months. It was made clear to the population of the proposed bargaining unit that individual members did not have to be a member of the Columbia Education Association to designate it as their bargaining agent. Fifty-seven per cent (57%) of the population of the proposed bargaining unit signed authorization cards designating the Columbia Education Association as their bargaining agent.

D. CEA Bid for Recognition as Bargaining Agent by School Board

Encouraged by securing authorization cards from more than fifty per cent (50%) plus one (1) of the eligible population in the proposed bargaining unit, the president of the CEA, Ms. Jeane NesSmith, presented the Columbia County School Board with a formal request for recognition of the Columbia Education Association as the bargaining agent for the teachers in Columbia County for the 1975-76 school year (see Appendix C). The School Board refused to recognize the CEA, stating that they must first see the signed authorization cards. The President, desiring to preserve the confidentiality of the signed cards, recommended that the Superintendent, who has the authority and legal responsibility to recommend the hiring, promoting, demoting, and firing of all school personnel in the school system, not be given access to the signed authorization

cards due to possible recrimination. She recommended, instead, that a committee from the School Board or a neutral third party be appointed to verify the signatures. The School Board again refused recognition of the CEA as the bargaining agent.

Immediately after the School Board refused to recognize the CEA as the bargaining agent, the Executive Board of the CEA was called into special session. It voted to exercise its prerogative under the PERC Rules and Regulations of petitioning the PERC for certification as the bargaining agent, since recognition had been denied by the School Board. The petition and the signed, notarized authorization cards were immediately forwarded to the PERC requesting certification of the CEA as the bargaining agent.

Between the time the petition was forwarded to the PERC and the time a hearing was called by the PERC to determine the sufficiency of the petition, a rival employee organization intervened. The rival organization, the Columbia Association of Professional Educators (CAPE) had not properly registered with the PERC; however, it was permitted to intervene on the grounds that it had submitted signed authorization cards from eleven per cent (11%) of the population of the proposed bargaining unit. Thus, a consent hearing was called by the PERC (see Appendix D). Two weeks later a formal hearing was held by the PERC

Hearing Officer. The appropriate collective bargaining unit was agreed upon by the School Board, the CAPE, and the CEA; the public employer was identified for collective bargaining purposes, a collective bargaining election was ordered by the PERC, and electioneering rules were agreed to by the School Board, the CAPE, and the CEA (see Appendix E).

II. The Collective Bargaining Election

As stated earlier in this report, the Executive Board of the CEA had felt that a collective bargaining election would not be necessary, since it had been able to secure signed authorization cards from fifty-seven per cent (57%) of the population of the proposed bargaining unit. However, this was not the case. Once the election had been ordered by the PERC, the Columbia Education Association proceeded to implement the component, "The Collective Bargaining Election," from the writer's Model Collective Bargaining Procedure.

A. Organizing for the Collective Bargaining Election

An election committee was set up separate from the existing officers and executive board. The committee was given unquestioned authority by the CEA Executive Board but was charged with the task of producing a WIN! The campaign manager was appointed and subcommittees were

established. Assignments were made, and key CEA personnel participated in a Saturday training workshop. The training workshop consisted of:

(1) techniques in personal contact;

(2) familiarization with the CEA's program;

(3) facts on the CEA's successes in other areas;

(4) background information on the CAPE's failures in other areas;

(5) preparation of a calendar of events for the campaign; and

(6) current collective bargaining activities and developments in the area.

In addition to the appointment of subcommittees for the election campaign, building teams were set up for each of the ten school centers. Each building team consisted of at least three members, and no building team member was given the responsibility for more than ten teachers. Also, a communication chain or brigade was established that proved very effective in keeping the workers informed and providing feedback on how the campaign was progressing.

B. Conducting the Campaign

That portion of the component that dealt with "Conducting the Campaign" was followed very closely. The staff survey and the negotiations questionnaire developed by the writer proved very helpful in conducting the election campaign and also in developing the CB package. Position

papers were prepared and a proposed binding arbitration grievance procedure was distributed. In the writer's opinion, one of the most successful methods of getting the CEA's message across was the bulletins (see Appendix F).

C. Election Ground Rules

Very basic ground rules were agreed upon by the School Board, the CAPE, and the CEA at the consent hearing. The appropriate unit was defined and an election date set. The overall election ground rules were later formulated by the CEA Executive Board. Care was exercised to assure that suggested ground rules conformed with the Florida Collective Bargaining Law, CH 74-100, the PERC Rules and Regulations, and the regulations of the National Labor Relations Board. The overall ground rules were then agreed to by the School Board, the CAPE, and the CEA, and approved by the PERC. These ground rules were the same as those suggested in the writer's Model CB Procedure with only minor modifications. As agreed to in the election ground rules, the County Supervisor of Elections conducted the election and administered the election details. The cost was borne equally by the three parties to the election.

D. Election Day Activities

The events of election day went off without a hitch. The CEA workers had done their homework, and the advanced

preparation paid off. Two CEA poll watchers were stationed at each of the ten polls. The list of eligible voters was checked periodically, and the names of eligible voters who had not yet voted were given to the telephoners so that they could be called and reminded to vote. It was not necessary to challenge a single vote. When the polls closed, ninety-four per cent (94%) of the eligible voters had voted.

Once the polls had closed and the ballots had been sealed, the ballots from each of the ten respective polling places were carried to a central location (the Office of the County Supervisor of Elections), commingled, and counted. The Election Committee served as tally observers for the CEA.

The results of the election were a tremendous victory for the CEA and this writer. Of the 346 votes cast, the CEA received 268 or seventy-seven per cent (77%) (see Appendix G). The election results were then certified by the County Supervisor of Elections and forwarded to the PERC for certification of the Columbia Education Association as the first collective bargaining agent of teachers in Columbia County.

III. Local Collective Bargaining Organization

Immediately after the writer had assumed the responsibility for developing a model CB procedure to be

implemented by the CEA, he had insisted that a Collective Bargaining Committee be appointed. The Committee was appointed by the President of the CEA and approved by the CEA Executive Board. It consisted of nineteen (19) members of which the writer was one (1). This Committee was given the responsibility of becoming as familiar as possible with the collective bargaining process and developing the CB package. The CB Committee was divided into four subcommittees: the Format and Structure Committee, the Grievance Procedure Committee, the Curriculum and Instruction Committee, and the Finance and Fringe Benefits Committee.

A. Selecting the Bargaining Team

The Bargaining Team consisted of five (5) members selected from the overall Collective Bargaining Committee. One (1) alternate was selected for each Bargaining Team member. The primary considerations for selection of the team members were interest, knowledge, articulation, and availability. Each team member in turn was assigned a position (title) and a major area of concern:

	Title	Major Area of Concern
1.	A Spokesman	Package Rationale
2.	A Recorder	Proceedings
3.	A Researcher	Back-up Material
4.	A Team Observer	School Law and Finance
5.	A School Board Observer	School Board Policy

B. Team Training

Since none of the Collective Bargaining Committee members had had actual experience in the collective bargaining process, per se, it was felt that the members of the Bargaining Team should be afforded any available training. The CEA Executive Board paid the expenses and workshop fee for the five (5) Bargaining Team members to attend two (2), one (1) day workshops offered by the Florida Education Association/United. The team members returned to the county and shared the knowledge acquired with the CB Committee and the general membership of the CEA.

Training in the areas of package preparation, role playing, team discipline, caucusing procedures, and table skills produced a confident team that performed like professionals when they got to the bargaining table.

IV. Preparation of the Collective Bargaining Package

This was a monumental task that required total involvement on the part of the bargaining unit. It had been difficult to inform the entire membership of the bargaining unit as to what collective bargaining was all about, but it was even more difficult to get total involvement of the bargaining unit in determining what demands it wanted to make of the School Board.

A. Preparation of Demands

The data collected from the teacher survey and the negotiations questionnaire during the election campaign were carefully analyzed by the CB Committee along with the ten (10) collective bargaining agreements (master contracts) collected by the writer in developing the Model CB Procedure. These data were refined and adaptions made to accommodate the local situation, then submitted to the entire membership of the bargaining unit for priority rating as to inclusion in the proposed CB package. The endeavors to get total involvement proved very time consuming; however, it paid off when the Bargaining Team needed support in defense of the items included in the CB package.

B. Establishing Priorities Among Demands

The final decision as to what demands were made of the School Board was left to the CB Committee. That some items were more important than others had been established by the priority ratings of the members of the bargaining unit. Where possible, several items were consolidated into one (1) category (article) in the CB package. A special effort was made to see that every member of the bargaining unit could look at the package and identify some of the demands that he had made.

C. Construction of the CB Package

The package was designed for ease of handling. It was typed, double spaced, lines numbered and indexed. The final draft was proofed for typographical errors and also proofread for intent. No article was included unless it had been researched and approved by the subcommittee chairman responsible for that particular area. The completed package contained thirty-three (33) articles, seven (7) appendices, and was ninety-one (91) pages in length. Sufficient copies were reproduced so that each member and alternate member of the Bargaining Team, the President and Vice-President of the CEA, the members of the School Board, the Superintendent, and the School Board's negotiator were provided with the same.

D. The Bargaining Team at the Table

It was a concerned, but well prepared Bargaining Team that faced the Columbia County School Board's hired, professional negotiator at the table on June 27, 1975 (see Appendix H). The writer speaks from experience, since he was a member of the Collective Bargaining Team for the teachers of Columbia County. Each of the team members had been assigned titles (positions) and areas of responsibilities, and each had worked hard to prepare himself for the task before him.

The first meeting was devoted to establishing ground rules for the sessions that were to follow, agreeing upon a neutral meeting place and physical arrangements, presenting the bargaining unit's CB package, and agreeing on future meeting dates. The School Board's negotiator also agreed to present the School Board's counter proposals at the second meeting, and it was agreed that there would be no new or additional proposals made by either party after that time.

Once the School Board had presented its counter proposals, negotiations got under way. Negotiation sessions during the first five weeks lasted on the average of approximately four hours. This proved very beneficial to both parties. The Bargaining Unit Team met after each session during this period to critique the session while it was still fresh on their minds and to prepare counter proposals for the next session.

The Bargaining Unit Team proved to be well prepared and very well disciplined. Even though it was inexperienced in collective bargaining, it quickly gained confidence. It was encouraged by the fact that the School Board's negotiator, while experienced in collective bargaining, was new to Florida, had not negotiated a contract under the Florida Public Employee Collective Bargaining Law, and knew very little about the operation of the Columbia County School System. The situation was even further complicated when

the School Board's negotiator was replaced by another negotiator from the same firm two weeks after negotiations got under way.

After several negotiation sessions, the question arose as to whether or not the School Board negotiator was there to negotiate in good faith. The Bargaining Unit Team was aware that both parties were at the table to negotiate a contract to serve each parties' own best interest; however, after the negotiator for the School Board was changed, after the new negotiator had difficulty finding time to meet, and after several non-productive sessions when he did find time to meet, the Bargaining Unit Team confronted the School Board negotiator with the question of whether or not he was there to negotiate in good faith. The teachers who had been very supportive of their team then took their case to the public saying, "the taxpayers' money that had been collected to educate children was being spent to pay a negotiator who was not there to negotiate in good faith." This struck a sensitive nerve with the School Board. The original negotiator was called in and once again serious negotiations began.

Eight weeks after negotiations had first begun, empasse was declared; and a mediator was appointed by the PERC. He was very busy in several other counties and could only be present for two sessions. They proved to be

productive sessions and tentative agreement was reached on most of the items except salaries (see Appendix I). Both parties agreed to two additional sessions without the special master. When the parties returned to the table, the School Board's negotiator announced that empasse had once again been reached; and that he had asked for the appointment of a special master by PERC. The mediator was called in again for the purpose of stipulating the issues remaining in dispute. The seven (7) issues that remained in dispute were stipulated and forwarded to the special master who had been appointed by the PERC.

A hearing for the "Finding of Fact and Recommendations for Settlement" was conducted by the special master on September 16, 1976 (see Appendix J). The special master made recommendations favorable to the CEA on four (4) of the seven (7) stipulated issues. He did not make a recommendation on two (2) of the issues (see Appendix K).

Once again both parties returned to the table after receiving the special masters findings of facts and recommendations for settlement (see Appendix L). The School Board's negotiator said the School Board was willing to accept that portion of the special master's report that favored the School Board. Since both issues were already school policy, the spokesman for the bargaining unit said this was nothing more than total rejection of the special

master's report; and that the CEA was going to notify the PERC that it was willing to accept the special master's recommendations, with the exception of two (2); one dealing with job abolition, the other with terminal pay. The session ended without any movement whatsoever. The School Board's negotiator asked for a special session five days later and suggested that he would make a recommendation that would be "fair to all." The session lasted all of five minutes. The magnanimous offer was for the School Board to provide each employee of the School Board with a $10,000 term life insurance policy that would cost the School Board all of $1.67 per employee, per month. The Bargaining Unit Team rejected the offer out-right and called for a public hearing as provided for in the Public Employees Collective Bargaining Law (see Appendix M).

The public hearing was conducted in a very formal manner. The Bargaining Unit Team was well supported by the teachers as there was standing-room-only. After a two-hour session in which both parties presented their positions, the School Board recessed for two weeks to get additional information from the State Department of Education concerning finances and to get a recommendation from their attorney (see Appendix N). When the public hearing was continued, the School Board accepted four and one-half

(4 1/2) of the special master's recommendations. It also froze teacher's salaries where they had been for the past year (see Appendix O).

On November 26, 1975, the members of the bargaining unit ratified the proposed contract as amended by the School Board by almost 3 to 1 margin (see Appendix P). On December 1, 1975, the School Board ratified the contract, and history had been made in Columbia County. The writer was particularly pleased to have been a part of this history making event and that his signature was affixed to the contract as a member of the Collective Bargaining Team for teachers in Columbia County (see Appendix Q).

CHAPTER IV

CONCLUSIONS AND RECOMMENDATIONS

During the time this practicum was being conducted by the writer, collective bargaining became a reality for the public employees of the State of Florida. The pros and cons of collective bargaining continue to be debated; however, regardless of personal feelings, the collective bargaining law will remain in effect until it is repealed or declared unconstitutional.

The opponents of the law, having failed to prevent its passage, have pre-filed bills to limit the scope of collective bargaining. If limiting the scope of collective bargaining were the true purposes of these pre-filed bills, rather than continued attempts to dismantle the collective bargaining law or deny public employees the right of collective bargaining, their purposes could have been accomplished by asking that a court of competent jurisdiction delineate those items in the statute that are non-negotiable.

The proponents of the collective bargaining law contend that the collective bargaining law is basically

sound, but that strikes by public employees are inevitable unless the public can be forced to negotiate in good faith. They suggest binding arbitration as a viable solution.

There seems to be little question as to whether or not collective bargaining for public employees is here to stay. The right to have a say-so in matters of employment practices, terms and conditions of work, etc., having been fought for and won, will not be readily relinquished.

Conclusions

The results of this practicum indicate that teachers in small and medium sized counties in Florida are quite capable of effectively representing themselves and their fellow teachers in the collective bargaining process with local school boards. They possess the ability to organize themselves, to acquire the necessary skills to effectively negotiate, and to demonstrate proficiency of acquired skills at the table as equals with local school boards or their designated representatives.

Teachers are knowledgeable about the learning process and what goes on in the classroom. School board members are knowledgeable about policy making and what goes on at the bargaining table. Collective bargaining offers an opportunity for both parties to come to the table as equals, to negotiate in good faith, and to arrive at an

agreement through compromise that will be most beneficial to all concerned.

Recommendations

As a result of the practicum, the following recommendations are offered:

1. It is recommended that professional negotiators not be hired to negotiate for teachers, but instead, that local teachers be trained to negotiate for themselves and their fellow teachers.
2. It is recommended that the negotiating team members be selected with utmost care. Chief consideration being interest, knowledge, articulation, and availability.
3. It is recommended that bargaining team members be provided with consultant services and training at the expense of the local employee organization.
4. It is recommended that workshops and in-service training be provided for all the members of the bargaining unit to familiarize them with the collective bargaining process, and particularly with their responsibility of policing the master contract.

5. It is recommended that the model collective bargaining procedure be up-date and/or revised in light of experience gained during development and implementation before re-adoption.
6. Because this practicum was conducted in only one county in Florida, it would be useful to implement the model collective bargaining procedure in other counties.

APPENDICES

APPENDIX A

A MODEL COLLECTIVE BARGAINING PROCEDURE FOR USE BY EDUCATORS IN SMALL AND MEDIUM SIZED COUNTIES IN FLORIDA

Developed

by

Silas Pittman

Maxi II Practicum

Nova University

FOREWORD

This model collective bargaining procedure was developed to assist local educators in small and medium sized counties in Florida to effectively bargain collectively with local school boards. It should prove beneficial to educational leaders who do not have the financial resources to hire professional negotiators and do not have sufficient knowledge to bargain effectively with local school boards.

Four components constitute the overall procedure. Each component was developed individually, corresponding to chronological and developmental phases in preparation for the actual collective bargaining process which takes place "at the table." They are:

1. Becoming the Bargaining Agent
2. The Collective Bargaining Election
3. Local Collective Bargaining Organization
4. The Collective Bargaining Package

This procedure is not a "cookbook" of collective bargaining knowledge and knowhow. Rather, it is an attempt to help educators better understand their rights and responsibilities under the Public Employees Collective Bargaining

Law, Florida Statute, CH 74-100, to familiarize them with and prepare them for the collective bargaining process, and to encourage them to probe for those incidents which may contribute to the successful achievement of a master contract.

TABLE OF CONTENTS

	Page
FOREWORD	ii
INTRODUCTION	1
BECOMING THE BARGAINING AGENT	4
Registration	
Recognition and Certification	
THE COLLECTIVE BARGAINING ELECTION	12
Organizing for an Election	
Conducting the Campaign	
Election Ground Rules	
Election Day Activities	
LOCAL COLLECTIVE BARGAINING ORGANIZATION	28
Selecting Your Bargaining Team	
Assignment of Team Members	
Team Training	
Team Discipline	
The Caucus	
Support for the Team	
Table Skills	

Table of Contents--Continued

THE COLLECTIVE BARGAINING PACKAGE 35

Preparation of Demands

Preparation of Package

Language of Your Demands

Establishing Priorities Among Demands

Package Check

Bargaining Process

SUMMARY 46

APPENDICES

A. REGISTRATION WITH PERC 48

B. REGISTRATION WITH DEPARTMENT OF COMMERCE . . 51

C. FBI FINGERPRINT CARD 56

D. AUTHORIZATION CARD AND AUTHORIZATION FOR REPRESENTATION 58

E. REQUEST FOR RECOGNITION AS BARGAINING AGENT BY THE LOCAL SCHOOL BOARD 61

F. PETITION FOR CERTIFICATION BY PERC AS BARGAINING AGENT WITH BOARD RECOGNITION . . . 64

G. PETITION FOR CERTIFICATION BY PERC AS BARGAINING AGENT WITHOUT BOARD RECOGNITION 67

H. TEACHER BACKGROUND SURVEY 70

I. STAFF SURVEY 73

J. MODEL GRIEVANCE PROCEDURE 82

Table of Contents--Continued

GLOSSARY OF NEGOTIATION TERMS 88

BIBLIOGRAPHY 97

Books

Pamphlets

Periodicals

INTRODUCTION

The Public Employees Collective Bargaining Law, Florida Statute, CH 74-100, signed into law on May 30, 1974, provided for the first time the guaranteed right of public employees to self-organization, to form, or assist labor unions or organizations or refrain from the same, to bargain collectively via representatives of their own choosing, and to engage in concerted activities or other mutual aid or protection. The law also provides for public employers to bargain in good faith with the collective bargaining agents.

Teachers are considered public employees and therefore, are entitled to the privileges of CH 74-100. Rights and privileges are almost always accompanied by responsibilities which must be fulfilled in order to continue to receive the rights under the law. For one to follow the law, one must have a general understanding of the law. For one to intelligently and effectively participate in the formal process known as collectively bargaining, one must not only be knowledgeable and have a clear understanding of CH 74-100, he must also be knowledgeable and have a clear understanding of the Public Employees Relations Commission called PERC or "Commission," its purpose, function, and authority.

The Public Employees Relations Commission was established as a result of CH 74-100 to see that collective bargaining in the public sector is properly carried out by both parties (management and labor). PERC is an independent, quasi-judicial entity (agency); and although established within the Department of Commerce, it is not subject to the control of the Department of Commerce when performing its duties. PERC has the power to amend, promulgate, or rescind any rules and regulations as it deems necessary to carry out its functions as required by Florida Statute, CH 74-100. PERC also has the power to provide relief and remedy to the grieved party; therefore, it is a governmental agency with legislative, executive and policing powers. As with any governmental agency, the findings of PERC may be appealed through the judicial system.

The ultimate result of collective bargaining is a binding contract between the two parties, management and labor. Present reference is made to a contract between the school board and the collective bargaining agent for the teacher bargaining unit called a master contract. A contract is an agreement between two or more parties agreeing to do or refrain from doing something that is neither illegal nor impossible and is supported by consideration by both or all parties. Such a contract was not heretofore allowed by law in Florida for public employees. Florida Statute, CH 74-100,

pertains to labor unions or labor organizations, and all collective bargaining agents shall operate under the terms of the Department of Commerce; therefore, all collective bargaining agents shall henceforth be known as labor organizations (unions). Under CH 74-100, any teacher organization regardless of its name will be subject to the regulations of the Department of Commerce.

Prior to CH 74-100, teachers were at the mercy of their employer; and items of the teacher's contract were not negotiable. Individually, teachers could bargain with the school board, but only with the school board's consent. Now, as a result of CH 74-100, not only are school boards bound to bargain collectively with teachers, but also, there must be a uniform procedure for grievances with specific steps to be negotiated at the local level.

BECOMING THE BARGAINING AGENT

Collective bargaining is the process of negotiating conditions of employment into one agreement (master contract) which will cover all the employees in a particular group called the bargaining unit. Negotiation is the process by which a representative of management, the school board's representative (chief executive school officer or his designee), and Labor, the employee organization (the bargaining agent), bargain to set wages, hours, terms and conditions of employment, and grievance procedures.

Registration

Before negotiations can take place, the perspective employee organization must follow specific procedures as provided by law in order to become the exclusive bargaining agent for the teachers. The following steps outline the process of becoming a bargaining agent. One must remember that these steps are set forth in CH 74-100 and are not local policies.

I. Registration with Public Employees Relations Commission

   A. Before any employee organization can be recognized by a school board for the purpose of collective bargaining, it must

adopt a constitution and bylaws and register with PERC by filing a copy of same with an annual report which includes:

1. The name and address of the organization and of any parent organization or its affiliate.

2. The name and address of its main officers and representatives of the organization.

3. The amount of initial fee and monthly dues each member must pay.

4. A current financial statement.

5. The name of its local agent for services of process and address.

6. A pledge in a prescribed form stating that the employee organization will conform to the laws and accept members without regard to race, age, sex, religion, or national origin (Appendix A).

B. The organization must file with PERC an annual financial report in such detail as to adequately describe the financial condition and operation for the preceding fiscal year.

C. A registration fee must accompany the initial report filed with PERC which will not exceed fifteen (15) dollars.

D. Every employee organization must keep an accurate account of its income and expenses which are to be open for inspection by any member of the organization or PERC at all reasonable times.

E. A copy of the current constitution and by-laws of the state and national group with which it is affiliated must accompany the annual report.

F. Any employee organization which is not registered with PERC as described above is prohibited from seeking recognition by the employer for purposes of collective bargaining.

It should be very clear that the above requirements must be met in total by any and all employee organizations

before they can represent their members before the school board in matters pertaining wages, hours, terms and conditions of work, etc.

II. Registration with the Division of Labor, Department of Commerce

A. In accordance with Chapter 447.008, Florida Statutes, every labor organization operating in the State of Florida must register with the Division of Labor, Department of Commerce. Every business agent for a labor organization must similarly register. This can be accomplished by completion of the following forms:

1. A report of Labor Organization.

2. A Business Agent Application.

3. A Statement of Labor Organization (Appendix B).

B. The business agent must be fingerprinted and photographed (Appendix C).

Failure to register with the Department of Commerce constitutes a felony which carries a fine, a sentence, or both. All employee organizations operate under the U. S. Department of Labor and the National Labor Relations Act (Board). After an employee organization is properly registered with the Public Employees Relations Commission and the Division of Labor, Department of Commerce, then it may seek recognition from the employer.

Recognition and Certification

Before an employee organization can be officially recognized as the exclusive bargaining agent, the bargaining

unit must be defined. This means that the employee organization must decide who it feels it can represent and who will have voting power. This is generally done on the basis of administrative power. Those employees who have the authority to evaluate other personnel, recommend hiring and firing, and also, "management" and "confidential" personnel will be excluded from the group. If inclusion in the bargaining unit of certain categories (assistant principals, media specialists, etc.) is questionable, inclusion should be determined on an individual basis (job description) since titles often imply various levels of authority and responsibility. Once an employee organization has determined its elegible population, then these employees will be asked to sign an authorization card (Appendix D) which may be notorized, thereby authorizing a specific employee organization group to be their collective bargaining agent for a twelve month period. An employee does not have to have membership in an employee organization to authorize it to be his collective bargaining agent. Once the employee organization has fifty per cent, plus one, of the total population eligible for inclusion in the collective bargaining unit signed, it would seek recognition from the school board (Appendix E).

Recognition can be facilitated by:

I. Drawing up a written description of the unit. Give it close study. Again, be careful that titles are not the only determinant.

II. Planning the gathering of proof--the material, the canvassing, etc.

III. Constructing your request for recognition (letter) only after you have completed I and II.

IV. Observing the required deadlines the school board may have for being placed on the agenda.

V. Sending the request for recognition by registered, return receipt requested mail.

The school board, if satisfied with the majority status of the employee organization and the appropriateness of its unit, may recognize the employee organization as the exclusive bargaining agent for all employees eligible for inclusion in the bargaining unit. If the school board recognizes the employee organization, then same must petition (Appendix F) for certification by the Public Employees Relations Commission. PERC will then review only the appropriateness of the unit of the employee organization; and if it appears sufficient to PERC, the employee organization will be certified as the exclusive representative of all employees in the bargaining unit.

If the school board does not recognize the employee organization as the exclusive representative of the unit, then the employee organization may continue its efforts to be the representative of the group by filing a petition (Appendix G) with PERC for certification as the bargaining agent of the proposed unit. The petition must be accompanied by dated statements signed by at least thirty (30)

per cent of the employees in the proposed unit, indicating that such employees desire to be represented for purposes of collective bargaining by the petitioning employee organization. The authorization cards which were signed, dated, and notorized will be sufficient evidence.

At this point an employee, employer, or employee organization with such reason to believe that signatures on the authorization cards were obtained by any means other than voluntary consent or are otherwise invalid, will have a reasonable opportunity to challenge the validity of the signatures. If the validity of the signatures on the authorization cards is challenged, PERC or its agent will investigate. If the agent finds the petition sufficient, PERC will then provide for a hearing. Should PERC find the petition sufficient at the time of the hearing, it will immediately:

I. Define the unit to determine who shall be eligible to vote.

II. Identify the public employer for purposes of collective bargaining with the bargaining agent.

III. Order an election by secret ballot.

A. If the employee organization is selected by a majority vote, PERC will certify it as the exclusive bargaining agent.

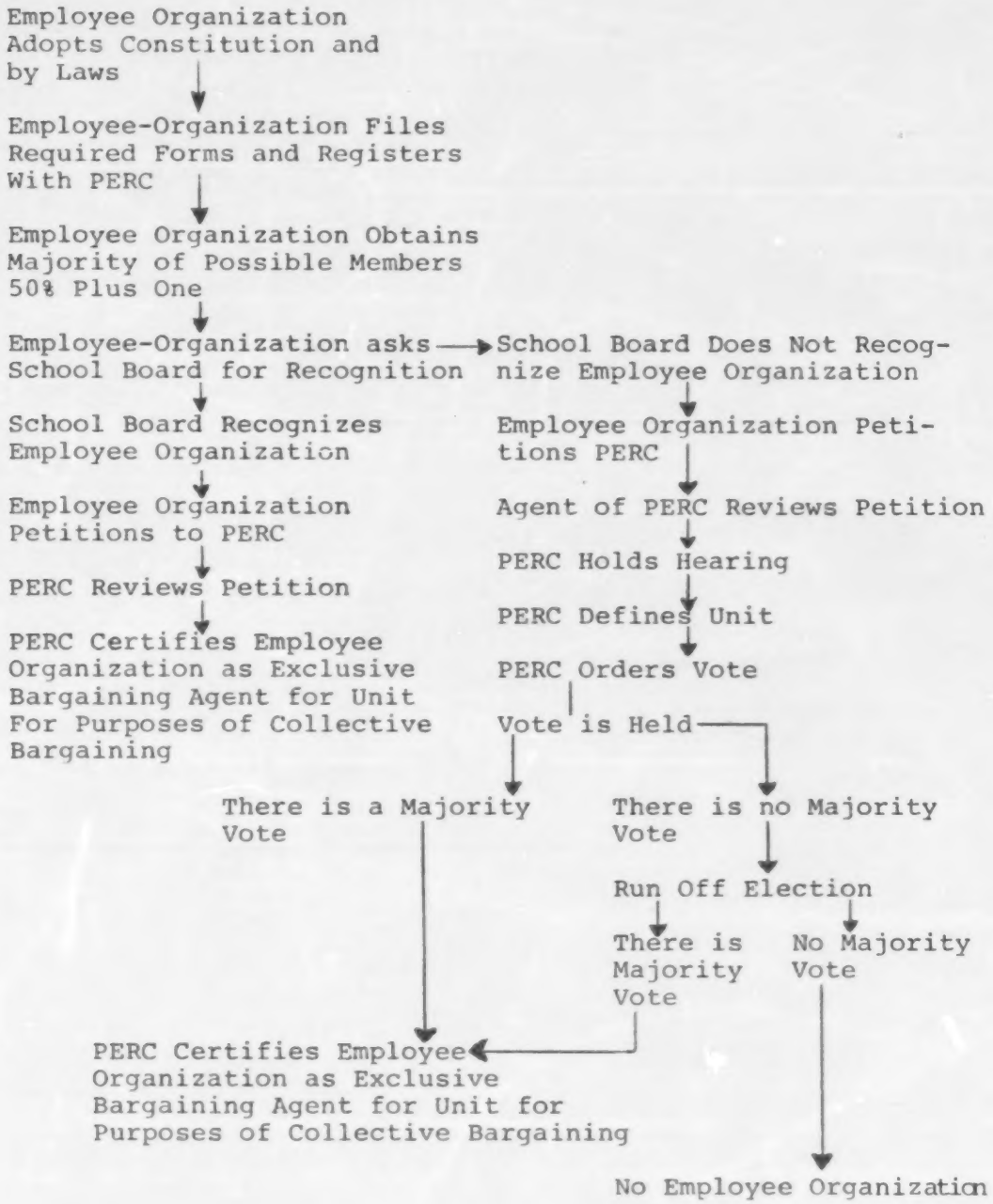
B. If no choices receive a majority vote of the employees voting, a run-off election will be held according to rules promulgated by PERC.

C. No new election can be held to determine the exclusive agent if an election has been conducted within the preceeding twelve (12) months.

A flow chart of the recognition and certification procedure for the determination of the exclusive bargaining agent is shown in Chart I.

CHART I

FLOW CHART OF RECOGNITION AND CERTIFICATION OF AN EMPLOYEE ORGANIZATION FOR THE PURPOSES OF COLLECTIVE BARGAINING


Employee Organization Adopts Constitution and by Laws
Employee-Organization Files Required Forms and Registers With PERC
Employee Organization Obtains Majority of Possible Members 50% Plus One
Employee-Organization asks School Board for Recognition
School Board Does Not Recognize Employee Organization
School Board Recognizes Employee Organization
Employee Organization Petitions PERC
Employee Organization Petitions to PERC
Agent of PERC Reviews Petition
PERC Reviews Petition
PERC Holds Hearing
PERC Defines Unit
PERC Certifies Employee Organization as Exclusive Bargaining Agent for Unit For Purposes of Collective Bargaining
PERC Orders Vote
Vote is Held
There is a Majority Vote
There is no Majority Vote
Run Off Election
There is Majority Vote
No Majority Vote
PERC Certifies Employee Organization as Exclusive Bargaining Agent for Unit for Purposes of Collective Bargaining
No Employee Organization

THE COLLECTIVE BARGAINING ELECTION

Hopefully the employee organization can be certified without a collective bargaining election; however, once the Public Employees Relations Commission orders an election by secret ballot, the most important thing to remember is that the name of the game is WIN! There is no substitute for planning and organization to accomplish the same. The reader would do well to remember that the law requires that the option of "no representation" be included on the ballot. Also, had the school board been willing to certify the employee organization or had a competing employee organization not intervened, an election would not have been necessary. Elaborate planning and organization of the campaign may not guarantee a winner, but without it, you are guaranteed a loser.

Organizing for an Election

Start as soon as you feel that an election may be held. It is not uncommon for the election to be called ten days after the "consent" hearing. Impress the leadership of the employee organization with the urgency of the election. Insist that the leadership familiarize itself with those portions of the Collective Bargaining Law and the

PERC Guidelines that have to do with elections, since all rules and regulations governing the local election must conform.

Set up your organization. You may want to set up a separate structure from the existing officers and/or executive board. Look over your leaders carefully before choosing campaign leadership. Be sure to include as broad a representation as possible (males, females, elementary, secondary, ethnic, religious, etc.).

I. Personnel, Committees, and Assignments

A. The Campaign Manager:

1. Makes final decisions.
2. Has authority unquestioned.
3. Coordinates all committees.

B. The Strategy Committee (could consist of):

1. The Campaign Manager.
2. The President of the Employee Organization.
3. The Public Relations Chairman.
4. A Social Chairman.

C. The Finance Committee:

1. Sets up a budget considering present financial condition, future income, and future expenses.
2. Plans to spend all available funds; there cannot be another election for twelve (12) months.
3. Considers special assessments for the campaign.

4. Establishes a system for the ordering of materials and the payment of bills.

D. The Public Relations Committee

1. Compiles information on:

a. Telephone numbers of local news media.

b. Names of reporters and editors.

c. Deadline time for stories.

d. Rates for newspaper ads and radio spots.

2. Secures a good photographer.

E. The Mail Committee:

1. Secures names and addresses of all employees included in the appropriate unit.

2. Breaks down names into building lists.

3. Compiles names and addresses of people you may wish to receive special mailings.

F. The Telephone Committee:

1. Collects the phone numbers of all eligible voters in the bargaining unit.

2. Divides the eligible voters into lists according to buildings.

3. Establishes 3 X 5 card file with the name and phone number of each eligible voter.

4. Establishes a telephone chain or brigade.

G. The Speakers Committee:

1. Works with the campaign manager in developing presentations on key issues of the campaign.

2. Locates able speakers from all levels of the system.

II. Training

A. When possible, the training of your key personnel should start well in advance of the actual campaign.

1. Once a week, or more often, a workshop or information meeting should be arranged.

B. The agenda for such a meeting could include:

1. Techniques in personal contact.

2. The employee organization's program.

3. A fact sheet of employee organization's successes in other areas.

4. Background of opposition employee organizations' failures in other areas.

5. A calendar of events for the campaign.

6. Current union developments in the area and whether or not there is a Labor Union Council in your district.

7. Current employee organization developments in the area.

III. Building Teams

A. Each building team (building representatives) should have at least three members during the election campaign. If any building has less than three building representatives, the number should be expanded during the election campaign so that each building representative's responsibility will be limited to no more than ten teachers.

1. The Building Representatives:

a. Act as the eyes and ears of the campaign.

b. Judge the reaction of the teachers to the issues.

c. Report what the opposition is saying.

d. Report on the burning issues and the reaction of the teachers to the employee organization's printed material.

2. The Building Representatives should know:

a. What the problems in his building are.

b. What tactics will appeal to or repulse the faculty in his building.

c. Which teachers would be willing to volunteer their services during the campaign.

IV. Communication Chain or Brigade

A. Development of a continuing communication system is most essential.

B. Well informed workers give the best support and project a favorable image.

C. Try not to have a teacher responsible for more than five other calls.

D. Once established, have a series of dry runs in order to iron out any kinks that may develop.

E. Home and school chains should be developed for day and night communications.

Conducting the Campaign

Each campaign must be tailored to fit the particular needs of your district. Be optimistic, but always run scared.

I. Know Your Opponent

A. Each member of the campaign committee should list the factors he thinks will gain votes for the employee organization and those that will lose votes.

B. Identify the leaders of the opposition by listing their age, sex, grade level, building,

teaching experience, and previous participation in employee organization groups.

C. Ascertain whether or not the opposition is affiliated with or has the support of state and national groups.

D. Know and understand the opposition program.

II. Know Thyself

A. How many employees are in the bargaining unit?

B. How many in each building?

C. What is the age, sex, teaching experience, and ethnic-religious composition of each building (Appendix H)?

D. Who are the leaders that the employee organization is asking the voters to support?

E. What is the voters' image of the employee organization?

F. Who has provided leadership in the past, and where are they now?

III. Questionnaries

A. Utilize the information obtained from a staff survey (Appendix I).

B. Build your campaign issues around the real burning issues as expressed by the employees in the bargaining unit.

C. The Campaign Committee must assign priorities to the issues to be raised.

IV. Action Program

A. Position papers should be prepared on the major aspects of the school program.

B. Take a firm stand on the issues.

C. Be positive at all times.

D. Offer answers to the employees' problems.

E. Tell them what you are going to do, not what you have done.

F. Distribute your proposal for a binding arbitration grievance procedure early.

G. Distribute your proposed election rules early.

V. Timetable

A. Attempt to avoid any spontaneous activities; hence, each flier, every speech, and all announcements must be calculated to evoke a specific response from the members of the bargaining unit.

B. Establish a daily calendar and work backwards from election day to build the intensity.

C. Maximum effort should be made during the last ten days.

D. Release your entire platform early and then develop explanations during the campaign.

E. Have newspaper releases prepared well in advance to insure publication.

F. Be careful in dealing in local personalities during the campaign; accordingly, attack issues, not people.

G. Always allow time each day to review the opposition's latest flier and consider very carefully if it warrants an answer.

H. Adopt a slogan early and use it often; therefore, considerable thought should be given to assure that the slogan engenders spirit and evokes feelings that the individual members can identify with.

VI. Bulletins

A. One picture is worth 10,000 words; so, use cartoons or pictures with a brief message.

B. Plan for two or three bulletins a week.

C. Use printed material to:

1. Acquaint the voters with the total employee organization program (goals and objectives).

2. Emphasize the employee organization's accomplishments.

3. Answer the opposition's propaganda (only as required after careful assessment).

4. Attack special problems as they arise.

VII. Advertisements

A. Daily or weekly paper or radio advertisements will be expensive; so, be sure it is worth the price, particularly if you are operating on a limited budget.

B. Many times a "letter to the editor" is just as effective as paper or radio ads and is free.

C. The technique of having prominent citizens, who agree with the employee organization's position on any issue in the campaign, write the "letter to the editor" is much more effective and persuasive than an employee's letter.

VIII. Posters

A. Posters large enough for use on bulletin boards or to display in store windows can be very effective.

1. Be sure to use color.

2. Be brief.

B. Repeat your slogan along with a very simple message.

IX. Sample Ballots

A. A sample ballot is an exact reproduction of the ballot which will be handed to the voter at the polling place, and the reverse side can be utilized for your message.

B. Sample ballots should be distributed the day before the election or on election day if the election is being conducted in the afternoon or evening.

Election Ground Rules

Before a collective bargaining election can be held, ground rules must be agreed upon between the school board and those employee organizations viaing for exclusive representation of the bargaining unit. Also, all local rules established must conform to the Florida Bargaining Law, CH 74-100, the PERC Guidelines, and the National Labor Relations Board. A check-list for establishing election ground rules follows:

I. Appropriateness of the Unit

A. Suggestions of categories in the appropriate unit could possibly include:

1. Classroom teachers.
2. Specialized teachers, e. g., speech therapists.
3. Direct supporting functions, i.e., librarians and counsellors.
4. Indirect supporting functions, i.e., attendance officers and nurses.
5. Substitutes and part-time teachers.
6. Department heads.
7. Supervisors.
8. Principals and assistant principals.
9. Middle-level central administrative personnel.
10. Other fringe personnel.

II. Eligibility Cut-off Date

A. This is usually the most recent payroll period prior to the date of the scheduled election.

III. Eligibility of Particular Classes of Voters Permitted to Vote in Collective Bargaining Agent Election

A. Suggestions of special classes could include:

1. Sick leave.

2. Maternity leave.

3. Military leave.

4. Professional leave.

5. Other authorized leave.

IV. Date of Election

A. It should be held during the school year.

B. A reasonable time should be allowed for the campaign.

C. Select a day of the week when you expect the greatest turn-out and avoid days before weekends, holidays, etc.

V. Polling Places

A. Provide sufficient and appropriate locations to permit maximum suffrage at minimum inconvenience to voters.

VI. Methods of Voting

A. Voting may be permitted by:

1. Absentee ballot.

2. Mail ballot.

3. Paper ballot.

4. Voting machine.

VII. Absentee Voting Procedure

A. Permit mail balloting for bona fide absentees under control-of-secrecy procedures.

B. The date of the ballot return should be contemporaneous with the date of the election.

VIII. Voting Hours

A. They should be sufficient to permit complete suffrage.

B. Select a time period that would normally overlap school closing hours.

IX. Form of Ballot

A. If a single organization choice is offered, indicate "Yes" or "No."

B. If a multiple organization choice is offered, voters must be presented with the choice of "No Representation"--flip coin for ballot placement.

C. Care should be exercised to see that complete names are on the ballots to identify the parties unambigiously.

X. Number of Votes

A. Fifty (50) per cent plus one (1) of the valid ballots cast determine the majority status.

B. Blank and void ballots shall be excluded.

C. Ballots with ambiguity of choice or voter identification are not valid.

XI. Run-off Elections

A. Make provisions for a second election in case of a tie.

B. Make provisions for a second election, excluding the lowest choice, if there is a lack of a majority for any of three choices.

XII. Voter Identification

A. Require any normal form of identification such as a driver's license, a voting card, a credit card, etc.

XIII. Counting Ballots

A. The ballot boxes are to be safeguarded pending the final count.

B. There should be a central common ballot count.

C. Ballots should be commingled before counting to avoid pin-pointing blocks of voters in particular buildings.

XIV. Observers

A. There should be an equal number for each party from among eligible voters only.

B. The functions of observers are:

1. To assist the agency administering the election.

2. To challenge ineligible voters on behalf of the employee organization.

3. To observe and insure that proper voting procedures are followed.

4. To report any inappropriate conduct or other "incidents" to a professional representative of the employee organization stationed at a central reporting local command post.

XV. Challenged Ballot Procedure

A. The secrecy of all challenged ballots should be preserved.

B. The post-election challenge determinations, if necessary, should be made by a neutral election moderator.

C. Such determinations should be made by the election moderator on the spot, contemporaneous with the ballot count if at all possible.

XVI. Objection to Election

A. Determination of the post-election procedure should be by a neutral election moderator.

B. The election moderator should make interim canvass of potential objections even prior to the ballot count to determine parties' positions as to election "fairness."

XVII. Notices of Election

A. The notices should be provided by a neutral and/or administering agency allowing sufficient time prior to the election.

B. Comprehensive school bulletin board posting should be done.

XVIII. Voter Eligibility Lists

A. Names, home addresses, and telephone numbers of all members of the appropriate bargaining unit should be provided to the school board and to the competing organizations.

B. There should be a list of voters' names broken down into eligible voters for each of the respective polling places.

XIX. Electioneering

A. The possible imposition of neutrality on the school board should be considered.

B. Flexibility and pragmatic judgement should be considered as to the use of administrators in election campaigning, whether or not they are in the unit.

C. When possible, use the school board facilities for election campaigning; such as:

1. Bulletin boards.

2. Mail boxes.

3. Meeting rooms.

4. Other communication facilities.

D. Pupils should not be involved in the election campaign in any form.

E. Wearing normal-size organizational buttons or insignia, even while voting is not improper electioneering.

F. There must be a complete restriction on electioneering in the vicinity of polling places and perhaps even in the entire school building, during the voting hours.

XX. Who Will Conduct Election and Administer Election Details?

A. Any neutral agency or person approved by the PERC Chairman may conduct a collective bargaining election; such as:

1. The Florida Mediation and Conciliation Service (relatively inexpensive).

2. The neutral agencies/persons,

a. The League of Women Voters,

b. The Ministerial Alliance,

c. Or the County Supervisor of Elections.

3. The American Arbitration Association (more expensive).

XXI. Election Costs

A. In most cases, election expenses will be shared equally by the school board and the competing employee organization(s) on the ballot; so, be prepared to pay your share.

B. In some circumstances, PERC can order one party to pay the entire costs (PERC Rule 3.29).

Election Day Activities

I. Workers

A. The Poll Watchers.

1. Their duties are:

   a. To observe the voting procedure at each polling place to see that everything is done properly.

   b. That they should have in their possession the written rules of the election.

   c. To have the knowledge of how to challenge a vote.

   d. To have a list of eligible voters for his polling place and to check off the name of each as he casts his ballot.

   e. That after the first wave of voting, they should report by telephone to Campaign Headquarters the names of each employee who has not voted; and, this should be repeated at intervals until all voters who are considered pro your organization have gone to the polls.

   f. To observe the counting of the ballots, if it is done at individual polling places.

2. They are certified by the Director of Mediation.

3. A provision must be made to relieve the poll watchers from time to time.

B. Greeters

1. Their duties are to distribute literature and sample ballots near each of the polling places.

2. They must be instructed specifically regarding regulations that will govern their movements.

C. Telephoners (assistance of telephone committee)

1. Their duties are to:

   a. Receive calls from the poll watchers.

b. Phone absentees at their homes to remind them to vote.

D. Tally Observers

1. It is recommended that at least three members of the employee organization, to include the president, be present for the vote count.

2. The Tally Observers duties are:

a. To oversee the counting of votes at a central location, usually the school administration headquarters.

b. To be especially watchful to see that the ballots returned from each polling place match the exact number.

As was stated at the beginning of this section, the name of the game is WIN! Remember, there is no tomorrow if you lose--only next year.

LOCAL COLLECTIVE BARGAINING ORGANIZATION

After the collective bargaining agent has been certified by the Public Employees Relations Commission, then and only then may bargaining begin. However, to wait until you have been certified before selecting your bargaining team and preparing your CB package could possibly place you in the position of "having won the battle, but lost the war." Becoming the bargaining agent, as important as it is, is only a preliminary to the big "plum" (gains at the bargaining table). Your success "at the table," to a great extent, will depend on the selection of your bargaining team and preparation of your CB package. Once you have selected your bargaining team, it will prepare a proposal for the master contract (CB package).

Selecting Your Bargaining Team

Your bargaining team should be small enough to be viable, so that you can have meaningful discussions and come to quick decisions. It should also be large enough to be broadly representative of the teachers for whom you are bargaining. Representation from the elementary and secondary level is a must. You cannot really know what you are doing without it.

Supplement your bargaining team with resource people as you are bargaining. These are people who really know that particular area in which you are bargaining at the time. When you are bargaining for coaches or librarians, have present a representative from that area as a resource person. You will be surprised how much you and your team know. Also, how very eloquent under the stress and the emotionalism of bargaining, you and they become. The School Board members may be ignorant of what the practitioner faces in the classroom, but they are very knowledgeable of what goes on at the bargaining table.

Assignment of Team Positions

The number of members on a team should be odd (to avoid deadlock) and small (to avoid awkwardness). Five is an appropriate number. One alternate should be selected for each team member. Do not select one alternate and expect him to fill in for any of the team members. The task is too great.

Members of the team should be selected with care. The chief considerations should be:

1. Interest
2. Knowledge
3. Articulation
4. Availability

The make-up of the team could be:

	Title	Main Concern
1.	A Spokesman	Package Rationale
2.	A Recorder	Proceedings
3.	A Researcher	Back-up Material
4.	A Team Observer	School Law
5.	A School Board Observer	School Board Policy

The team should be well disciplined (one spokesman, notes, and caucuses) and well trained (training sessions, role playing, package study, tasks assigned, etc.).

Team Training

The fact that your team has not previously engaged in collective bargaining, per se, does not mean that it cannot acquire skills in the same. Very likely, one of them has participated in some form of negotiations. Assign this individual the responsibility of training the entire team. In doing so he might want to attend training sessions offered by experienced negotiators and then share the information with his team, hire a consultant to train his team (usually very expensive), and maybe secure "how-to" printed and non-printed materials for use of the team.

Once the team members are assigned tasks, they should become as familiar as possible with their roles. This can be done by package familiarization--after the

proposal for the master contract is completed, the team members should study for bargaining (include in your studies "Florida School Laws," the Collective Bargaining Law, PERC Guidelines and Regulations, The Administrative Procedures Act, and current school board policies). It can also be done by role playing. The best way to practice bargaining is to bargain, and role playing serves this purpose. You will overcome your self-consciousness quickly and the experience will be very rewarding "at the table."

Team Discipline

Once you are at the table, how do you proceed? If you want to avoid bedlam, which can sometimes cause a statement to come out that destroys or weakens your position, you begin with one single bargainer, one spokesman. Select the person who you think will do the very best job. That person will become the chief spokesman for the team and will run the show.

If your chief spokesman wants to bolster a statement or have a management question answered, he will turn and ask a member of the team to answer. If someone else on the team feels that he has something to say in addition to what the team member who was called on is saying, he should write the chief spokesman a note. The chief spokesman will judge whether that would be useful at that particular time.

(Have a container so notes are not left at the table during caucus or recess).

The bargaining team must understand the discipline of collective bargaining. Discipline prevents everyone talking at once and making harmful admissions. After you have gained experience at the table, you will begin to feel more comfortable and relax.

When experience is gained, you will not need permission to speak because you will have learned what can be damaging and what is helpful. You will move more freely in the whole bargaining process. You will begin tough and rigid until you get team discipline and relax as you get more of a feeling of confidence and more understanding of what the process is. You will also develop a feel for the people on the other side of the table and what they are like.

The Caucus

If there is any question or any disagreement about what is going on at the table that cannot be handled by note, do not vocally question it in front of the other side. Ask for a caucus. This should be a strict rule. If a note is passed to the chief spokesman with the word "caucus" on it, he should, as immediately as he can, call for that caucus.

If you are going to make any change in your position, alter your demands, or reduce them, caucus first. If you are going to change your position, or accept a counter-offer of the Board's, or compromise a position of your own, caucus first. If you receive new written material, caucus and consider recess.

You may have asked for the 25 maximum in class size. Because of classroom restrictions and certain other things, it might not be possible in every teaching area. The team might permit the number to go to 27 or 29 in some cases.

The board seems to be approaching a general acceptance of your restrictions on class size; do not just say at that point, "O. K., we agree." When you are ready to make that concession or to accept something that they have offered, caucus first. Spend a few minutes with it even if all you are doing out in the caucus room is telling the latest joke.

The team must caucus because you do not want the other side of the table to feel that any single point you are asking for is not really what you and the teachers must have in the contract. The team must make the other side feel that the concessions you make are the result of inner torture and torment. If the other side detects that you have asked for more than you expect, you will have to take

less than you are asking for on every demand. They must feel they are wresting things from you.

Support for the Team

You should develop the techniques for keeping your teacher support very high and provide evidence of it from time to time. This may involve, right in the middle of the negotiating procedure, a teacher demonstration to indicate great concern to the Board. A petition or resolution might be necessary to keep pressure on the Board. Remember that collective bargaining must operate under the Florida "Sunshine Law." Always have a delegation of teachers present to observe the proceedings. If the other side of the table stalls unduly, call in a member of the Press.

Table Skills

The package (proposal for a master contract) is an instrument of the bargaining team. Like most instruments, it must be handled correctly to do its job. The skills necessary to attain an agreement on a package are referred to as table skills. Table skills are an art, not a science. Aptitude is important. Desire is essential. Hard work is necessary.

THE COLLECTIVE BARGAINING PACKAGE

The basic objective in the entire collective bargaining process is to reach an agreement. The ultimate goal is a master contract signed by the chief executive officer of the School Board and the bargaining agent. It should also be ratified by the School Board members and the members of the bargaining unit. The basis of the master contract is the demands of the members of the bargaining unit on the School Board and a proposed grievance procedure that ends in binding arbitration. The formalization of these demands and the proposed grievance procedure is commonly called the CB package.

Preparation of Demands

The first step in the preparation of the CB package is to identify the demands that you (the bargaining unit) are going to make on the School Board. In compiling these demands, you will want total involvement on the part of the members of the bargaining unit. You should use such means as a series of meetings, questionnaires (Appendix I), or personal interviews (Appendix H) for getting from each teacher that teacher's expression of what he needs for an ideal teaching situation. If you get your teachers thinking

along such lines as "What do I need for a perfect teaching situation?" then you begin to get total involvement and a really comprehensive set of demands.

You should secure a number of other local contracts from districts about your own size, and otherwise, if available. See what is going on elsewhere. Do not just copy whole sections of contracts without thinking, "Do these really relate to my school system?" Do not attempt to implement the language of other contracts. Remember, the language is the product of bargaining and compromise. Use other contract clauses for some background and ideas, but make sure that you know how it can be related to your particular school system.

Preparation of Package

The package should be designed for ease of handling (bound, typed, double spaced, lines numbered, and indexed). It should also be correct (free of typing errors, proofread for intent, and backed by research). Desirability (priority items) is most essential.

1. Preamble

   It identifies the parties to the contract by full name, establishes the beginning and expiration date of the contract, reaffirms the good faith of the parties, and defines the overall purposes of the contract itself.

2. Recognition

The bargaining unit is described, exclusivity is noted, and the contract bar (see PERC Rule 8H-300.3) is established.

3. Negotiation Procedures

This is to emphasize that the collective bargaining process is a continuing process. That is, it does not end when the CB contract is signed. It provides for communication between the parties during the life of the contract on formal and informal basis.

4. Employee Organization and Teacher Rights

This establishes the security which makes it possible for the employee organization officers and building representatives and members to police the collective bargaining contract.

5. Grievance Procedure (Appendix J)

It establishes a due process procedure that will safeguard the rights of all members of the collective bargaining unit in an orderly manner within a reasonable period of time. The grievance must provide for binding arbitration.

6. Teaching Conditions

This is to establish working conditions that enhance the safety, health, performance, and comfort of teachers and children.

7. Curriculum and Instruction

It minimizes the input of the non-teaching personnel in what rightfully is the business of the teachers.

8. Class Size, Class Load, and Specialized Instruction

This is to reduce the ratio of students to teachers, thereby creating conditions that improve the total quality of education in the system.

9. Teacher Authority and Protection

It establishes the authority of the teacher to discipline and to arrange for proper and ready assistance.

10. General Employment Practices

This is to secure as many union rights as possible and to prevent the School Board from including a management rights provision.

11. Transfer and Reassignments

An orderly process for transfer and reassignments with objective criteria is constructed.

12. Vacancies and Promotions/Demotions

This is to provide for opportunity in an equitable manner for filling vacancies and for the establishment of a fair promotion/demotion policy.

13. Teacher Evaluation

A proper evaluation procedure is established for members of the bargaining unit.

14. Layoffs

This is to construct an orderly process for layoffs with objective criteria.

15. Paid Leaves of Absence

Provisions for the taking of paid leaves of absence for personal and other reasons are established.

16. Unpaid Leaves of Absence

This is to establish time for leave on an unpaid basis when personal reasons make absence necessary.

17. Maintenance of Standards

It establishes safeguards for the continuation of current standards.

18. Academic Freedom

    This is to insure that the First Amendment rights of the teachers are inviolate.

19. Political Activity

    The political and civil rights of teachers are reinforced.

20. School Calendar

    It achieves teacher involvement in the setting of the school calendar.

21. Professional Compensation and Fringe Benefits

    The best possible economic package for the members of the bargaining unit is to be achieved.

22. Continuity of Operation

    This is to reiterate CB Law, CH 74-100's unfair labor provisions in the contract.

23. Miscellaneous

    It consolidates isolated, but important, matters into one article.

Language of Your Demands

Being knowledgeable and prepared on your demands is a must. Any set of words can have various meanings and certainly any variety of methods of implementation, some of which would be defeating what was really intended. You must be knowledgeable and prepared to that extent. Go over your demands very, very carefully. How do you intend them to be implemented? What do you really think they mean? Those that you are not sure about, get back to the source.

Find out what is really meant before you go in and begin to look foolish before the negotiators on the other side of the table.

You must also decide whether you are going in and just present the demands on a list and explain them, or are you actually going to reduce them to what you consider to be the optimum language with binding enforceable terms. You should write out each specific demand in the terms of a contract clause, and be prepared to present all your demands at the first bargaining session.

This method saves time in limiting and pinning down the discussion. It begins the discussion at your optimum point rather than any lesser or compromise point. Writing the contract in advance gives you a better bargaining position when you bring it to the table.

Establishing Priorities Among Demands

You should enter bargaining with a list of demands as comprehensive as the members of the bargaining unit have indicated it should be at that particular time. Some are more important than others. As members of the team, you must establish a priority rating of each item's importance; and, as you are bargaining and agreeing to things, you must constantly evaluate the total package which is developing. Be careful not to end up with many inconsequential demands

gained only to realize that you have agreed to none of the important things.

The first of three general areas that you will be bargaining in is the organization area. This area is made up of the items which establish you as an organization in the school system; such as, your general relationship with the School Board, the monthly meeting between the bargaining team and the chief executive school officer to discuss general school policies and the general implementation of the contract, the monthly consultation between the principal and the building representative in each school, and the grievance procedure and arbitration.

The second general area is teaching and learning conditions. This includes such details as class size, class load, conditions of work, employment practices, scheduling of routine, non-professional chores, and teacher rights and authority, etc.

Economics is the third general area. Salaries, fringe benefits, and extra pay for extra duty, etc. are included.

Package Check

Once you have completed your CB package, determined when you will submit it to the School Board, and notified PERC (as required by PERC Rule 8H-500.3) of your desire to commence bargaining, the following package check is suggested:

I. Design

A. Is the package bound?

B. Is the package typed?

C. Are the lines double spaced?

D. Is each line numbered on each page?

E. Do you have a table of contents?

F. Do you have sufficient copies of the package for your team, their team, and reserve?

II. Precision

A. Is the material free of typographical errors?

B. Has the material been verified for intent?

C. Are items backed by research, where possible?

D. Have current School Board policies been examined to determine similarities, differences, additions, and deletions?

E. Have the Florida School Laws been examined to to determine permissiveness, conflict, and appropriateness?

III. Support

A. Have the concepts been approved by the appropriate bodies of your employee organization?

B. Have the building representatives received orientation on their roles during bargaining?

C. Has the media been educated or made aware of the process?

IV. Presentation

A. Have the "internal" priorities been established?

B. Have these priorities been reviewed in light of the current economic decline?

C. Have your back-off and trade-off items been studied?

D. Has your team rehearsed/practiced its presentation?

E. Does your chief spokesman have rationale(s) for each of your demands?

Bargaining Process

As stated earlier, the basic objective in the entire collective bargaining process, and that includes bargaining and all aspects of policing the contract, is to reach an agreement. Because collective bargaining is so new to the public sector (teachers included), there are likely to be those in labor and management who will approach collective bargaining as if it were some kind of trial by combat or debating society.

Although the collective bargaining process is an adversary relationship, it certainly is not and should not be an elimination contest. In the bargaining process, a winner-take-all attitude by you or the School Board raises serious obstacles; not only to the development of a constructive relationship, but to good faith bargaining itself.

Reasonableness and acceptability on your part should be an indication of confidence, not a lack of it. If the chief spokesman of your bargaining team indicates in any way that the team's proposal might be turned down, it will be.

It is often difficult to reach a decision. The more that rides on a given decision, generally the more difficult it is to reach. The forced choice is an attempt to ease the burden of a weighty decision by offering a choice between alternatives. There are many situations where two alternatives may be of relatively equal value to you. What you need to avoid, as much as possible, is offering a choice between something and nothing.

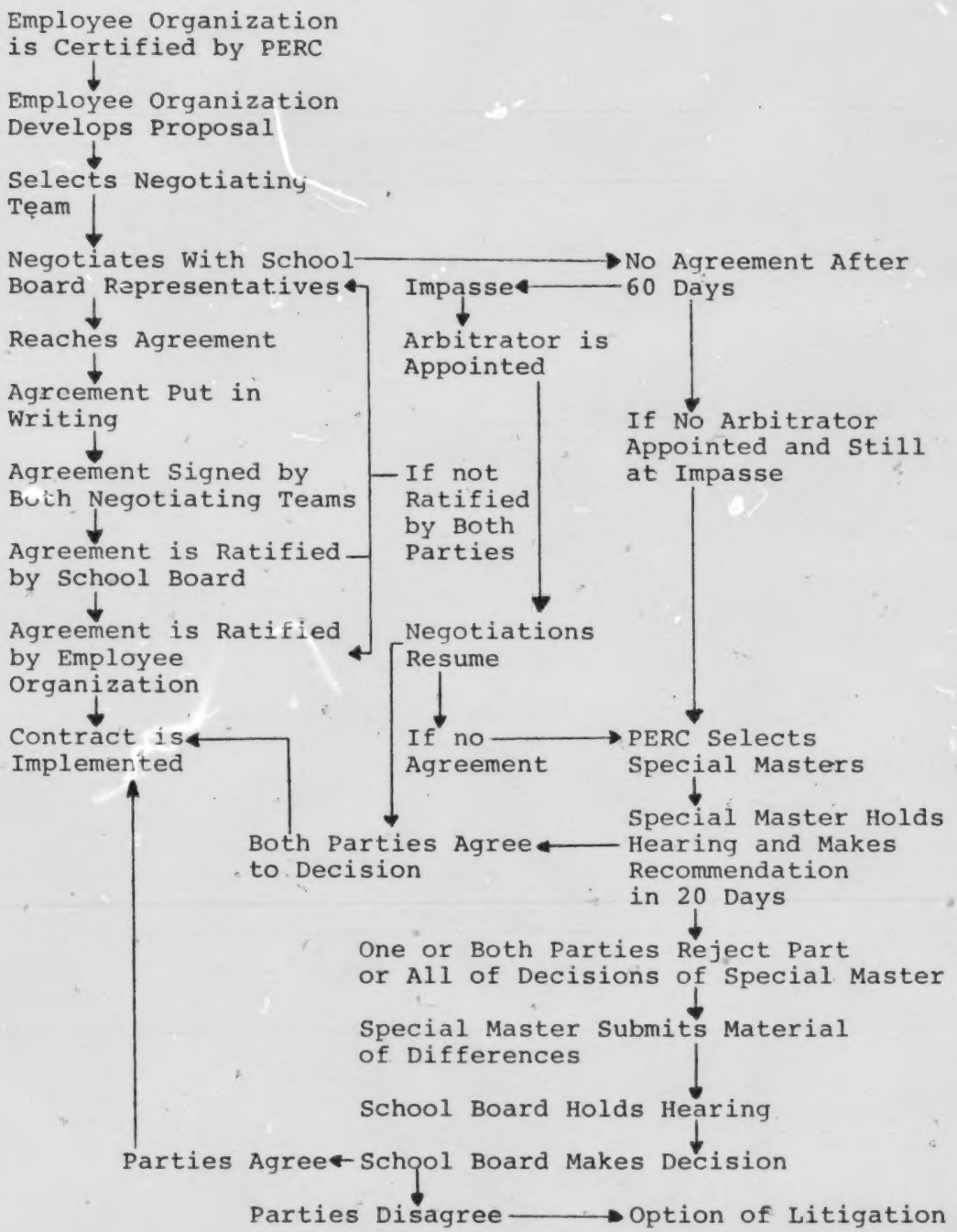
By far, the most fruitful atmosphere for reaching sound agreements is the recognition by both parties of mutual interest in solving problems of common concern. The greater the degree of objectivity that can be developed, the more constructive the relationship.

The collective bargaining process is complicated and certainly has its shortcomings as a means of resolving conflicting interests in employment. It happens, however, to be superior to most known alternatives for adjusting differences in a free society.

The following flow chart (Chart II) is offered for your edification, and hopefully, to enhance your understanding of the collective bargaining process.

CHART II

FLOW CHART OF BARGAINING PROCESS


Employee Organization is Certified by PERC
Employee Organization Develops Proposal
Selects Negotiating Team
Negotiates With School Board Representatives
No Agreement After 60 Days
Impasse
Reaches Agreement
Arbitrator is Appointed
Agreement Put in Writing
If No Arbitrator Appointed and Still at Impasse
Agreement Signed by Both Negotiating Teams
If not Ratified by Both Parties
Agreement is Ratified by School Board
Agreement is Ratified by Employee Organization
Negotiations Resume
Contract is Implemented
If no Agreement
PERC Selects Special Masters
Special Master Holds Hearing and Makes Recommendation in 20 Days
Both Parties Agree to Decision
One or Both Parties Reject Part or All of Decisions of Special Master
Special Master Submits Material of Differences
School Board Holds Hearing
Parties Agree
School Board Makes Decision
Parties Disagree
Option of Litigation

PAGE 47 WAS MISSING FROM THIS
DOCUMENT PRIOR TO ITS BEING SUBMITTED
TO THE ERIC DOCUMENT REPRODUCTION SERVICE.

SUMMARY

In the preceeding pages, the writer has attempted to provide the reader with information, suggestions, recommendations, and hopefully some helpful hints to better prepare you and your negotiation team to meet your employer at the bargaining table. The procedures you use in preparing you and your team for the collective bargaining process will depend on the size of your county, (district), past experience of your team members in any form of negotiations, financial resources, etc. No matter what procedures, the key word is preparation.

The following materials are available to you free of charge or at a minimal cost. They are:

1. Florida School Laws (Florida School Code).
2. State Board of Education Regulations.
3. Florida Statute CH 74-100 (the Public Employees Collective Bargaining Law).
4. The PERC Rules and Regulations.
5. Local School Board Policies.

All of these are indispensable in your preparation for the collective bargaining process.

As has been stated earlier, elaborate planning and preparation may not guarantee a winner; but without it, you are guaranteed a loser. Happy Bargaining!

5. It is recommended that the model collective bargaining procedure be up-dated and/or revised in light of experience gained during development and implementation before re-adoption.
6. Because this practicum was conducted in only one county in Florida, it would be useful to implement the model collective bargaining procedure in other counties.

Evaluation

Four overall goals and/or expected outcomes were established in the Maxi II Practicum proposal and were enumerated in Chapter II of this report. Each goal or expected outcome is dealt with separately for the sake of clarity.

1. Goal or Expected Outcome--To design and develop, and implement a model collective bargaining procedure for use by educators in small and medium sized counties in Florida.
   Evaluation--The writer designed and developed, and as a member of a five person negotiation team, implemented a model collective bargaining procedure that consisted of four components. Evaluation checklists and questionnaires were developed by the writer to measure the effectiveness of each component. A rating scale of

below average, average, and above average and a space for comments or suggested improvements was provided on each evaluation checklist and questionnaire. Each component was evaluated by the negotiation team and the collective bargaining committee before it was submitted to the Columbia Education Association Executive Board for approval. Suggestions for improvements were considered for each component before it was adopted by the Columbia Education Association and incorporated in the model collective bargaining procedure.

2. Goal or Expected Outcome--To accomplish the signing of a master contract between the School Board and the teachers of Columbia County, recognizing the Columbia Education Association as the exclusive bargaining agent for teachers. Evaluation--A master contract between the School Board and the Columbia Education Association was signed on December 1, 1975, recognizing the Columbia Education Association as the exclusive bargaining agent for teachers in Columbia County from July 1, 1975, through June 30, 1976. The following were listed as outcomes or gains to be expected from signing

the master contract when the Columbia Education Association recommended ratification of the negotiated agreement.

a. Teachers cannot be discriminated against for joining the Columbia Education Association (union).

b. Teachers are assured of payroll deductions for union dues.

c. Teachers have the right to check their personnel files. No derogatory statement can be placed in a teacher's file unless he has seen it and is given an opportunity to append written comment. Only one personnel file may be kept on an individual teacher. No secret files may be kept.

d. Teachers have the right to an impartial procedure for dispute or grievance settlement and the right to representation by the Columbia Education Association at every level of the grievance procedure. The decision of the arbitrator shall be final and binding. There shall be no reprisal for filing a grievance.

e. Teachers will be required to furnish a certificate of good health for initial employment only. Any further examinations that are required will be paid for by the School Board.

f. Teacher participation in extra-curricular duties outside the regular work day shall be strictly voluntary. Non-teaching duties shall be scheduled on an equitable, rotating basis. Compensatory time shall be granted if teachers are required to serve duty beyond regularly scheduled duties.

g. Teachers shall be granted free admission to all school sponsored activities including athletics.

h. Seniority provisions shall be observed in teacher lay-off and recall.

i. Personal leave shall be used at the discretion of the teacher. Up to twenty (20) days accured sick leave may be used for maternity leave.

j. Minimum planning time for teachers shall be:

Kindergarten	100 minutes per week
Elementary	200 minutes per week
Junior High	250 minutes per week
Senior High	250 minutes per week

k. The School Board shall provide legal counsel to any teacher who is assaulted by a student, parent, or other individual in the line of duty.

l. The School Board must notify a teacher of any complaint by a parent, student, or other individual before the Board can take action against a teacher or place the complaint in a teacher's file.

The negotiated agreement was ratified by the teachers and with the signing of the master contract between the School Board and the Columbia Education Association, teachers were guaranteed above mentioned outcomes or gains for the first time. Also, through the grievance procedure, teachers were guaranteed these negotiated rights without the cost of litigation.

3. Goal or Expected Outcome--To get the model collective bargaining procedure adopted by the Columbia Education Association for future use.

Evaluation--Adoption of the model collective bargaining procedure for future use was enhanced by the fact that the four components that constitute the overall model had been implemented by the bargaining team after each had been approved by the Columbia Education Association Executive Board. After the master contract had been signed, suggestions for improvement by the negotiation team and the collective bargaining team were considered by the Columbia Education Association Executive Board. The model collective bargaining procedure was adopted for future use.

4. Goal or Expected Outcome--To make the model collective bargaining procedure available to other organizations, associations, and groups in other districts.

   Evaluation--The writer has offered to make copies of the model collective bargaining procedure available at cost (approximately $15.00) of reproduction to the twelve districts who indicated, in response to the survey on the "Present Status of Collective Bargaining by Educators in Small and Medium Sized Counties in Florida," that they did not have the expertise

and/or know-how to effectively bargain collectively with the School Boards for the teachers in their county, and that they did not have the financial resources to hire a professional negotiator.

Overall Evaluation

The writer feels that a great majority of the goals of the practicum were achieved; and given the implementation of the model, educational leaders will have an orderly procedure for input into the decision making process. The model also provides a guide whereby teachers can formalize their access to the school power structure.

Chairman
Public Employees Relations Commission
2005 Apalachee Parkway
Tallahassee, Florida 32301

Dear Sir:

Section 447.008, PERC Rules and Regulations, requires every employee organization to register with you prior to requesting recognition from a public employer. The information which we are herein providing is submitted in an effort to fully comply in good faith with the requirements of that section.

Copies of our Constitution, By-laws, financial report for the last fiscal year, and our check for the registration fee of fifteen dollars ($15.00) are enclosed.

A. NAME AND ADDRESS OF THE ORGANIZATION

_____

_____

_____

B. NAME AND ADDRESS OF THE PARENT ORGANIZATION

_____

_____

_____

C. NAMES AND ADDRESSES OF THE OFFICERS AND BUSINESS AGENT

_____ _____

_____ _____

_____ _____

(TITLE) _____ (TITLE) _____

_____ _____

_____ _____

_____ _____

(TITLE) _____ (TITLE) _____

D. THE AMOUNT OF THE INITIATION FEE WHICH MUST BE PAID IS $ _____. THE MONTHLY DUES ARE $ _____.

E. PROCESS MAY BE SERVED ON:

_____

_____

_____

F. THE ORGANIZATION PLEDGES TO CONFORM TO THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA AND THE UNITED STATES OF AMERICA. IT FURTHER PLEDGES TO ACCEPT MEMBERS WITHOUT REGARD TO AGE, RACE, SEX, RELIGION, OR NATIONAL ORIGIN.

SINCERELY,

_____
President

Attachments: Current Budget
Prior Year Financial Report
Local Constitution and By-laws
State Affiliate Constitution and By-laws

APPENDIX B

STATE OF FLORIDA DEPARTMENT OF COMMERCE

Division of Labor

1321 Executive Center Drive · East, Tallahassee 32301

SAMPLE

Enclosed are the necessary applications for a Labor Organization Report and Business Agent License. Please complete the enclosed forms in their entirety, making a notation on any line where there is a required response.

As part of the definition of Labor Organization in the Florida Statutes 447, it is required that the union be recognized by one or more employers with an agreement with the employer as a bargaining unit.

As a reminder to the business agent, please fill in full middle name when applicable. Enclosed is an F.B.I. fingerprint card which must be completed for your business agent's application. Please fill out the upper portion of this card; name, address, description, etc. Take this card to the sheriff's office or police department and have them fingerprint you. Return the card to me at the above address. Please do not fold the fingerprint card.

Please return these applications after notarization with a check or money order to cover the filing fee of $1 for each of the applications. Make payable to the Florida Department of Commerce.

If you need further assistance, please feel free to contact this agency.

Sincerely,

William G. Monks
Administrator of Labor
Organizations

WGM/ja

Enclosures

53

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF LABOR
Room 220
1321 Executive Center Drive-East
Tallahassee, Florida 32301
(904) 488-3480

Report of Labor Organization

Pursuant to the provisions of Chapter 447, Florida Statutes, the following is submitted:

NAME OF ORGANIZATION _____

_____

ADDRESS & PHONE _____

_____

That the current officers of this organization are as follows:

NAME	ADDRESS
_____ (President)	_____
_____ (Secretary)	_____
_____ (Treasurer)	_____
_____ (Business Agent)	_____

(If there are additional Business Agents, list them with address on the other side of this form.)

Complete the following schedule indicating that your organization has been involved in collective bargaining, and is recognized by one or more employers as a unit of bargaining. (Start with most recent agreement.)

Name and address of Employer(s)	Date of Bargaining Agreement	Length of Agreement
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

We the undersigned, certify that the above statements are true and correct, and enclose the annual fee of One Dollar ($1.00) as required by Statute.

Sworn to and subscribed before me at _____

_____

this _____ day of _____

19____

_____

_____

Notary Public

Attest: _____

President

_____

Signature of Secretary

_____

NOTE: This report MUST BE filed not later than July 1.

123

($1.00 filing fee shall accompany this report.)

124

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF LABOR
Room 220
1321 Executive Center Drive-East
Tallahassee, Florida 32301
(904) 488-3480

Business Agent Application

The undersigned applies for license or permit to act as business agent for _____

_____
(Give name and address of labor union)

_____

_____ BUSINESS PHONE: _____

and submits the following information:

NOTE *All questions must be answered before application can be filed. If questions 8, 9, 10, 11, 13 and 14 are answered in the affirmative, give details on back.

1. Full Name _____
(first) (Middle) (Last)
2. Social Security Number _____
3. Place and date of birth _____
(City) (County) (State)
_____
(Date of Birth)
4. Business Address _____
(Address)
_____
(City) (State)
5. Residence address _____
(Address)
_____
(City) (State) (Zip Code) (How Long)
6. Are you a United States citizen, _____ If you are a naturalized citizen, when and where were you naturalized? _____
_____
(Date) (City) (County) (State)
7. Have you been a citizen of and resident of the United States for the past five years? _____
8. Have you ever been charged with the violation of any law governing labor organizations? _____
9. Have you ever been refused a license or registration as a business agent for a labor organization in any State or had a license or registration suspended or revoked? _____
10. Have you ever been charged with violation of any internal law governing the operation of any labor organization? _____
11. Have you ever been suspended or exepiled from any labor organization? _____
_____
_____
12. Complete the following schedule as to labor organizations with which you have been affiliated for the past five years to the present:

Name & Address of Labor Organization	Dates of Affiliation	Positions Held

ATTACHED
RECENT
PHOTO
HERE

13. Have you ever been convicted of any offense other than traffic violations?_____

_____

Have you ever been convicted of a felony?_____ If so, have your civil rights been restored?_____(Give details below)

Sworn to and subscribed before me at

.....

this.....day of.....,

19.....

.....

.....

Notary Public

Dated_____

Signed_____

Signature of Applicant

NOTE: Untrue statements are grounds for refusal of a business agents license.

STATEMENT OF LABOR ORGANIZATION

We, the undersigned, President and Secretary, respectively of_____

_____

_____

a labor union, with its principal place of business at_____

_____

do hereby certify that_____

the above applicant, has been designated as our business agent as defined by paragraph 2 of Section 447.02, Florida Statutes by being elected/appointed on the_____day of_____, 19____ to the office of_____

_____

We further certify that he qualifies under the provisions of Section 447.04, Florida Statutes.

Sworn to and subscribed before me at

.....

this.....day of.....,

19.....

.....

.....

Notary Public

Dated_____

Signed_____

Signature of President

Signed_____

Signature of Secretary

---

*Use this space for additional information

A $1 filing fee and a full set of fingerprints must accompany this application

APPENDIX C

FL920170Z A
DEPT OF COMMERCE
DIVISION OF LABOR
TALLAHASSEE FLA

APPENDIX D

AUTHORIZATION FOR REPRESENTATION

I,_____, a faculty member at _____ and an employee of the _____ _____ School Board, by the execution of this authorization form select and designate _____ as my collective bargaining representative in all matters pertaining to the wages, hours, and conditions of employment accorded me or to be accorded me by my employer. By the execution of this authorization, I hereby authorize _____ to act as my collective bargaining representative pursuant to the provisions of Florida Statute 447.009 (1) or 447.009 (2).

Date _____ _____
(Signature)

APPENDIX E

Dear (School Board Chairperson):

The _____ hereby requests that the _____ School Board recognize it as the exclusive collective bargaining representative for the unit consisting of the following categories:

Included

1. Classroom Teacher
2. Librarian
3. Counselor
4. Dean
5. Any title not under "Excluded" and is certified personnel
6. Any new title for certified personnel

The following categories should be excluded:

Excluded

1. Superintendent
2. Program Planning Specialist
3. Coordinator, Guidance and Pupil Personnel Services
4. General Supervisor
5. Director, Vocational and Technical Education
6. Coordinator, Attendance and Textbook Manager
7. Coordinator, Special Services
8. Reading Coordinator

9. Finance Director
10. Principal
11. Assistant Principal

The _____ has sufficient proof (showing of interest) that it has the majority status in the proposed appropriate unit.

The _____ would be happy to submit this proof to you and your representative(s) prior to the school board meeting of _____, 19___.

Very truly yours,

_____, President

_____ Association/Organization

_____
Date

APPENDIX F

64

N.B. CB CONTACTS AND LOCAL PRESIDENTS: The poor quality of the forms here result from the poor quality of the originals had at the time of writing: CB Advisory #20

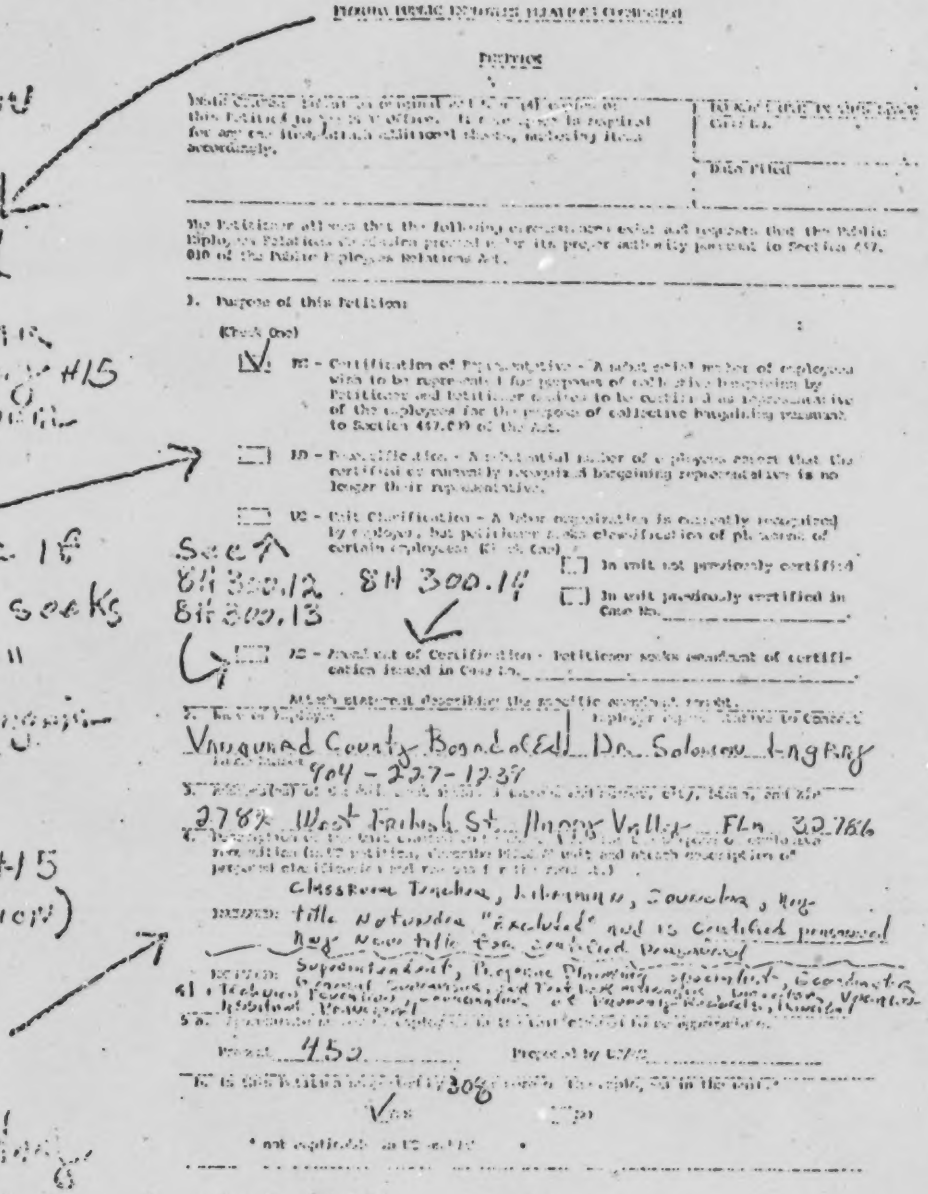
Page 1 of Perc Petition Form

You will need to be familiar with CB Advisory #15 Before using form

✓ Check here if your local seeks to "UNseat" Existing bargaining agent (See CB Advisory #15 Blue section)

You may attach a supplementary list - See CB Advisory #16

4 copies of the Petition must be submitted to PERC



FLORIDA PUBLIC EMPLOYEES RELATIONS COMMISSION

PETITION

Date Certified

The Petitioner alleges that the following circumstances exist and requests that the Public Employees Relations Commission proceed to hear this matter after due notice, investigation and other proceedings as provided by Section 447.307 of the Public Employees Relations Act.

1. Purpose of this petition:

(Check one)

☒ RC - Certification of Representative - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees for the purpose of collective bargaining pursuant to Section 447.307 of the Act.

☐ RD - Decertification - A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.

☐ UC - Unit Clarification - A labor organization is currently recognized by employer, but petitioner seeks clarification of placement of certain employees in the unit. (See CB)

☐ In unit not previously certified

☐ In unit previously certified in Case No. _____

☐ AC - Amendment of Certification - Petitioner seeks amendment of certification issued in Case No. _____

See ↑ SH 300.12 SH 300.13 SH 300.14 ✓

2. Name of Employer: Vanguard County Board of Ed | Dr. Solomon Ingrey

Telephone No. 904 - 227-1237

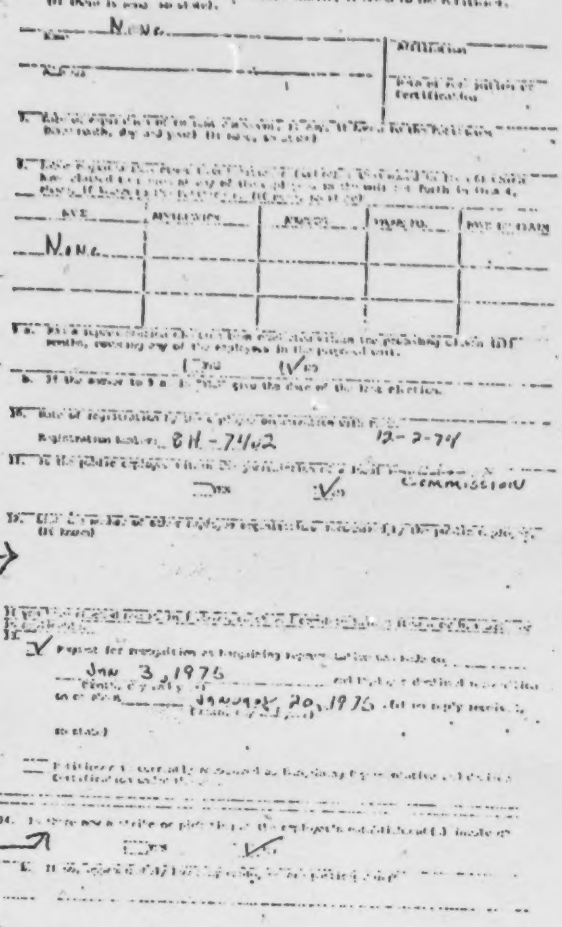
3. Address of the above-named Employer (City, State, and Zip):

2782 West Parkside St. Happy Valley FLA 32766

4. Description of the unit claimed appropriate (if petition concerns a unit already certified, describe present unit and attach description of proposed clarification or amendment):

Classroom Teachers, Librarians, Counselors, Nurses, Supervisors, Assistant Principals, Principals, Psychologists, Coordinators, Directors, Consultants, Therapists, Technicians, Social Workers, Attendance Personnel, Speech Pathologists, Audiologists, Occupational Therapists, Physical Therapists, Nurses, Dietitians, Recreation Personnel, Secretaries, Clerks, Bookkeepers, Data Processing Personnel, Bus Drivers, Custodians, Maintenance Personnel, Food Service Personnel, Bus Aides, Security Personnel, Warehousemen, Mechanics, Operators of Vocational Education Equipment, Aides, Vocational Personnel, Instructional Personnel, Vocational Evaluators, Work Coordinators, Work Activity Personnel, Residential Counselors, Program Managers, Habilitation Plan Coordinators, Program Directors, Program Supervisors, Program Specialists, Program Coordinators, Program Aides, Program Assistants, Program Instructors, Program Evaluators, Program Technicians, Program Therapists, Program Nurses, Program Dietitians, Program Recreation Personnel, Program Secretaries, Program Clerks, Program Bookkeepers, Program Data Processing Personnel, Program Bus Drivers, Program Custodians, Program Maintenance Personnel, Program Food Service Personnel, Program Bus Aides, Program Security Personnel, Program Warehousemen, Program Mechanics, Program Operators of Vocational Education Equipment, Program Aides, Program Vocational Personnel, Program Instructional Personnel, Program Vocational Evaluators, Program Work Coordinators, Program Work Activity Personnel, Program Residential Counselors, Program Managers, Program

Page 2 of PERC Petition form ↓

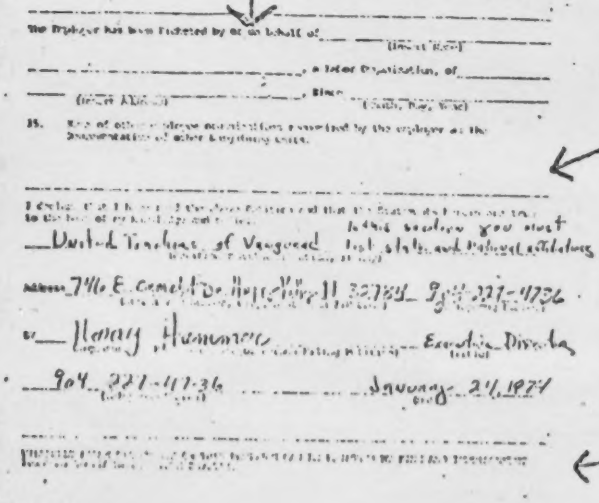


The School Board (Board of Trustees Etc) May Recognize other UNIONS Representing custodians, Secretaries etc. If this is a decertification petition include your opposition in the total (see question #15)

See CB Advisory #95

Call FEA Immediately if there is a threat of a strike or a strike by any UNION

Page 3 PERC Petition



List other unions the School Board Recognizes If this is a Decertification Petition — include your opposition

Please Note, you may want to send opposition Petition for verification

137

APPENDIX G

PETITION TO THE BOARD OF EDUCATION OF _____

The undersigned certificated professional employees of the Board of Education of _____, constituting a majority of the employees of said Board of Education, do hereby designate the _____ as the exclusive representative of all professional employees of said Board for the purpose of negotiations with said Board of Education of _____ to secure a comprehensive written agreement to include among its terms and conditions, salaries and all other conditions of employment, and the undersigned hereby petition the Board of Education of _____ to so recognize and certify the _____ as such exclusive representative for a period of one (1) year from the date of such recognition, and enter into such negotiations with the _____ forthwith.

Signature	Name (Print)	School	Date
1.			
2.			
3.			
4.			

	Signature	Name (Print)	School	Date
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
27.				
28.				

APPENDIX H

BACKGROUND SURVEY ON TEACHERS

IN EACH SCHOOL

TO BE COMPILED BY EACH SENIOR BUILDING REPRESENTATIVE FOR USE IN COLLECTIVE BARGAINING ELECTION.

1. Name of school--address and phone number
2. Building Representative (your name)--address and phone number
3. Teacher count in your building
4. Ethnic group count in your building
5. Your membership count in your building
6. Opposition membership count
7. Non-members in either organization in your building
8. Number of male teachers in your building
9. Number of female teachers in your building
10. Number of single teachers in your building
11. Number of married teachers in your building
12. Number of teachers in your building between ages 24-34
13. Number of teachers in your building between ages 35-44
14. Number of teachers in your building above age 45
15. Major issue(s) in your building (examples: salary, class size, disciplinary code, extra duty, etc.)
16. Socio-political rating your building--liberal, conservative, etc.
17. Socio-economic status of the area within your school is located (of the community)

18. Names of three vocal teachers in your building--one of your organization, one opposition, one uncommitted--include address and phone number

19. Number of teachers in your building with three or less years of teaching experience

20. Number of teachers in your building with four to ten years teaching experience.

21. Number of teachers in your building with more than ten years teaching experience

22. Number of teachers in your building on annual contract

23. Number of teachers in your building on continuing contract

24. Number of teachers in your building who are the sole wage earner in his household

25. Number of teachers in your building who presently hold part-time jobs or "moonlight"

APPENDIX I

STAFF SURVEY

COLLECTIVE BARGAINING QUESTIONNAIRE

The purpose of this survey is to determine the issues as you see them. Should the XYZ Association be successful in winning the collective bargaining election, the same information will be used to establish priorities for inclusion in negotiating the master contract.

Neither this survey or its use is intended to cast discredit on the professional staff, administration, or School Board of the school district.

Consider each questionnaire problem by itself. Rate the problem on a scale of 1, 2, 3, or NA by circling the appropriate number.

One (1) indicates the problem is very important.
Two (2) indicates the problem is important.
Three (3) indicates the problem is not important.
NA indicates the problem does not apply.

A. Curriculum and Instruction

1.	Limit class size	1	2	3	NA
2.	Reduce class load (i.e., number of classes and total number of students)	1	2	3	NA
3.	More teacher aides for all schools	1	2	3	NA
4.	Increase staff to handle psychological testing	1	2	3	NA
5.	Reduce ratio of students to counselors	1	2	3	NA
6.	Provide additional "visiting" teachers	1	2	3	NA
7.	Establish a learning disabilities program	1	2	3	NA

8.	Music, PE, and art teachers for all schools	1	2	3	NA
9.	Department and/or grade chairman for all schools	1	2	3	NA
10.	Remedial reading teachers for each school	1	2	3	NA
11.	Expand special education classes	1	2	3	NA
12.	Preparation/conference periods for all teachers	1	2	3	NA
13.	Human relations workshops for increased professional growth	1	2	3	NA
14.	Greater teacher say-so in textbook selection	1	2	3	NA
15.	Improve minority group studies in all aspects of the curriculum	1	2	3	NA
16.	More teacher control in determining curriculum	1	2	3	NA
17.	Develop and implement year-a-round school plan	1	2	3	NA
18.	More teacher participation in determining in-service education programs	1	2	3	NA
19.	More supplementary texts and materials	1	2	3	NA
20.	Fewer interruptions during class hours (workmen, intercom, etc.)	1	2	3	NA
21.	More up-to-date curriculum materials	1	2	3	NA
22.	Professional libraries in each school	1	2	3	NA
23.	Greater teacher authority with students	1	2	3	NA
24.	Greater academic freedom	1	2	3	NA
25.	Expanded vocational programs	1	2	3	NA
26.	Expanded summer school programs	1	2	3	NA

27.	(Problems not listed--you fill in)	1	2	3	NA
28.		1	2	3	NA
29.		1	2	3	NA
30.		1	2	3	NA

Comments: _____

_____

_____

B. Personnel Policies

1.	Less frequent and/or shorter faculty meetings	1	2	3	NA
2.	Relief from non-professional duties such as lunchroom supervision, hall duty, playground supervision, etc.	1	2	3	NA
3.	Teacher participation in hiring new teachers	1	2	3	NA
4.	Teacher in-put and participation in all phases of teacher evaluation	1	2	3	NA
5.	Teacher participation in administrative and supervisory personnel evaluation	1	2	3	NA
6.	Employ minority group teachers, supportive personnel and administrators in accordance with minority population	1	2	3	NA
7.	Hire only certificated personnel with educational requirements in their areas of competence	1	2	3	NA
8.	Develop standards under which student teachers will be accepted	1	2	3	NA
9.	Released time for required or necessary conferences and meetings	1	2	3	NA
10.	Pay for required meetings other than during normal school day	1	2	3	NA

11.	Teacher assignment only in teacher's area of certification	1	2	3	NA
12.	Duty free lunch period	1	2	3	NA
13.	Allow teachers to use their non-instructional/non-supervisory time as they choose	1	2	3	NA
14.	Provide adequate faculty lounges, washrooms, etc.	1	2	3	NA
15.	Improve policy on teacher transfers and reassignment	1	2	3	NA
16.	Earlier notice to teachers of changes in their schedules (semester to semester, year to year)	1	2	3	NA
17.	Improve due process rights for all teachers in transfer and dismissal cases	1	2	3	NA
18.	Arrangements for teacher access to buildings after school and on weekends	1	2	3	NA
19.	All complaints by parents or students shall be reported to teachers	1	2	3	NA
20.	A "break" for all teachers in a.m. and p.m.	1	2	3	NA
21.	Improve procedures in posting promotional vacancies	1	2	3	NA
22.	Teacher participation in filling promotional vacancies	1	2	3	NA
23.	Improve procedures in assignments to summer school positions	1	2	3	NA
24.	No discrimination on basis of teacher's political activities	1	2	3	NA
25.	Substitutes shall be hired for all absent teachers	1	2	3	NA
26.	Make better use of non-student days throughout the school year	1	2	3	NA

27.	Early dismissal on primary and general election days	1	2	3	NA
28.	Establish Building Committee in each school to determine policies on matters unique to that school	1	2	3	NA
29.	Allow elementary teachers to use special periods (i.e., music class, P.E. class, art class, etc.) as preparation time rather than "sitting" in classes where a special teacher is present	1	2	3	NA
30.	Improve school calendar	1	2	3	NA
31.	(Problems not listed--you fill in)	1	2	3	NA
32.		1	2	3	NA
33.		1	2	3	NA

Comments: _____

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C. Salaries and Related Benefits

1.	Full payment by School Board of family plan health and accident and major medical insurance for all teachers	1	2	3	NA
2.	Dental insurance fully paid by School Board	1	2	3	NA
3.	Provide group term life insurance	1	2	3	NA
4.	Income protection insurance fully paid by School Board	1	2	3	NA
5.	Personal business leave days	1	2	3	NA
6.	Sabbatical leave with pay	1	2	3	NA
7.	Professional leave for attending conferences, workshops, conventions, etc.	1	2	3	NA

8.	Leave for adoption of a child (similar to maternity leave)	1	2	3	NA
9.	Improved maternity leave	1	2	3	NA
10.	Apply policies on leaves to summer school	1	2	3	NA
11.	Leave for illness in family	1	2	3	NA
12.	Bereavement leave to also include close friends	1	2	3	NA
13.	Emergency leave with pay up to two days per year	1	2	3	NA
14.	School Board pay teacher's retirement contribution	1	2	3	NA
15.	Make pension deductions optional for extra duty pay	1	2	3	NA
16.	Severance pay based on years of service	1	2	3	NA
17.	Provide salary credit for up to four years military service	1	2	3	NA
18.	Optional pay periods of 10 or 12 months	1	2	3	NA
19.	Full salary credit for in-state teaching experience	1	2	3	NA
20.	Extra pay for extra duty	1	2	3	NA
21.	Allow undergraduate and technical courses for credit toward salary adjustment	1	2	3	NA
22.	Cost-of-living factor on salary schedule	1	2	3	NA
23.	Reach maximum salary sooner	1	2	3	NA
24.	Improve the index on salary schedule	1	2	3	NA
25.	Increase base for beginning salary	1	2	3	NA
26.	Strictly voluntary acceptance of extra-curricular assignments with pay if assignments are accepted	1	2	3	NA

27.	Pay for covering absent teachers' classes	1	2	3	NA
28.	Allow outside accumulated sick leave to be transferred	1	2	3	NA
29.	Study adoption of merit pay plan instead of index	1	2	3	NA
30.	Require masters degree for all department heads and/or grade level chairmen	1	2	3	NA
31.	(Problems not listed--you fill in)	1	2	3	NA
32.		1	2	3	NA
33.		1	2	3	NA

Comments: _____

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D. School Buildings, Facilities, and Materials

1.	Greater teacher involvement in planning construction of new school facilities	1	2	3	NA
2.	Establish a central facility for special education programs	1	2	3	NA
3.	Special rooms in all schools for special classes (art, music, etc.)	1	2	3	NA
4.	Space in all schools for private conferences with students and parents	1	2	3	NA
5.	Private telephone facilities for teacher use	1	2	3	NA
6.	Teachers involved in planning their individual school's budget	1	2	3	NA
7.	More filing, storage, and desk space (lockable) for teachers	1	2	3	NA
8.	More mechanical equipment (AV equipment)	1	2	3	NA

9.	Improved service of AV equipment	1	2	3	NA
10.	More classroom materials and supplies	1	2	3	NA
11.	Adequate off-street parking for teachers	1	2	3	NA
12.	Improved custodial cleaning services in classroom and buildings in general	1	2	3	NA
13.	Provide safe and healthful teaching conditions in accordance with appropriate standards	1	2	3	NA
14.	(Problems not listed--you fill in)	1	2	3	NA
15.		1	2	3	NA
16.		1	2	3	NA

Comments: _____

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_____

E. Most Important Problems

In my opinion, the most important problems, no matter what the category, are: (use reverse side of sheet if needed)

_____

_____

_____

_____

_____

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APPENDIX J

EXAMPLE OF A MODEL GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to provide the most efficient, equitable, and fair disposition of claims by teachers at the lowest administrative level.

B. Definition

A grievance shall mean any claims by the member(s) in the employee organization regarding a violation, misinterpretation, or misapplication of the terms of the master contract, or any policy, regulation of the School Board, or and statutory law.

C. No grievance will be processed without prior notification to the collective bargaining agent and opportunity for representative of the collective bargaining organization to be present.

D. In the event a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his immediate supervisor either personnally or accompanied by his association representative.

E. If, as a result of the informal discussions with the immediate supervisor, a grievance still exists, a formal procedure may be implemented through the collective bargaining organization on a form provided by the bargaining agent. The form will be available through the employee organization representative and must be signed by the teacher and the employee organization representative in order to initiate the formal procedure.

Step I

The teacher may submit to the immediate supervisor a copy of the grievance form. If the grievance involves more than one building, it may be submitted to the superintendent or his designate. Within five (5) calendar days, the immediate supervisor and the collective bargaining agent will meet to discuss the alleged grievance and the immediate supervisor will indicate his decision in writing within three (3) calendar days of the meeting a copy to the collective bargaining agent.

Step II

If a grievance still exists as a result of the immediate supervisors decision or if there has been no decision within five (5) calendar days of the meeting, the grievance will be filed with the superintendent or his representatives. Within five (5) calendar days the

collective bargaining agent will meet the superintendent or his representative and the representative or superintendent shall indicate his decision in writing within five (5) calendar days after the meeting, furnishing a copy to the collective bargaining agent.

Step III

If as a result of the superintendents or his representative's decision, a grievance still exists or if there has been no decision within five (5) calendar days of the meeting, the grievance will be submitted to the School Board, by filing a copy with the chairperson. The School Board will meet within fourteen (14) calendar days with the collective bargaining agent and the School Board will indicate their decision in writing within seven (7) calendar days of the meeting, furnishing a copy to the collective bargaining agent.

Step IV

If as a result of the School Board's decision, a grievance still exists or no decision has been made in the time period provided, the grievance may be submitted to a neutral arbitrator mutually agreed upon by the School Board and the bargaining agent. If the School Board and the bargaining agent can not agree on the neutral arbitrator within five (5) calendar days from the notification that

arbitration is to be used, the Federal Mediation and Conciliation Service (FMCS) will select the arbitrator. The arbitrator shall function according to the rules of FMCS. Either party in arbitration can use only the evidence already disclosed to the other party and both parties will share equally the fees and expenses of the arbitrator. The decision of the arbitrator shall be final and binding on both parties.

F. Time limits will be strictly observed, but may be extended by written agreement of both parties.

G. All employees whose presence is required when grievance meetings and conferences are held during school hours will be released with pay for that purpose.

H. All resolutions of any grievance will be consistent with the terms of the grievance procedure and the collective bargaining agreement.

I. As provided by law, all teachers are entitled to fair, reasonable, and equitable treatment.

J. Any grievance arising during the term of this agreement may be processed until resolution, regardless of the expiration date of the agreement.

K. If the School Board refuses to arbitrate a grievance under the terms of this agreement, the arbitrator appointed according to the above procedures will proceed on a ex parte basis.

GLOSSARY OF NEGOTIATION TERMS

GLOSSARY OF NEGOTIATION TERMS

Agreement (Master) - A written, signed contract, arrived at through the process of negotiation, which covers the employees' terms and conditions of employment for a specified period of time (usually one, two, or three years).

Arbitration - A method of settling disputes of the parties to a contract by having an outside, impartial, third party (arbitrator) hear the grievance and render a decision as to settlement of same.

Authorization Card - A card signed by an employee authorizing a union to act as his agent in collective bargaining.

Award - Pertains to the decision rendered by the arbitrator. His award will be in support of the contentions held by one party or the other in the dispute that was placed before him.

Bargaining Agent - The formally designated organization which represents employees seeking or having a master agreement.

Bargaining Team - The negotiators who will actually be at

the bargaining table and actively involved in the negotiation toward a contract.

Bargaining Unit - The group of employees that an employee organization represents or seeks to represent as bargaining agent on wages, hours, and working conditions. Criteria for determining a unit include similar job descriptions, community of interest, salary schedules, fringe benefits, etc.

Certification - Official recognition by an impartial labor relations board (in Florida, by the Public Employees Relations Commission) that an employee organization is, and shall remain, the exclusive representative for all the employees in an appropriate bargaining unit for the purpose of collective bargaining, until it is replaced by another employee organization, is decertified, or dissolves.

Collective Bargaining - The process of negotiating between an organization of employees and their employer seeking a collective bargaining contract or master agreement which will cover all employees in the unit.

Conciliation (see Mediation) - Efforts by a third party, usually selected by a labor board or commission, toward the accommodation of opposing viewpoints in a labor dispute so as to effect a voluntary settlement.

Consent Election - Representation election held by a labor board after the employer and the employee organizations seeking to become the bargaining agent agree on terms under which the election is to be held. Under the rules of the Public Employees Relations Commission, consent of the commission chairman must be obtained for such an election, and on the appropriateness of the bargaining unit.

Contract - Usual terminology is "master contract" which is the same as a "master agreement."

Contract-Bar Rules - Policies followed in determining when an existing agreement between the employer and a union will bar a representation election sought by a union attempting to unseat an incumbent employee organization (union).

Cost Items - Includes wages, hours, and other terms and conditions of employment, the implementation of which requires funding.

Cost-of-Living Adjustment - Periodic pay increases based on changes in the Consumer Price Index, usually, according to an escalator clause in a contract.

Decertification - Withdrawal of bargaining agency from employee organization (union) upon vote by employees in unit that they no longer wish to be represented by said organization.

Employee Election - Balloting by employees for the purpose of choosing a bargaining agent or unseating one previously recognized.

Escalator Clause - Clause in collective bargaining contract requiring wage and salary adjustment at stated intervals in a ratio to changes in the cost of living.

Exclusive Recognition - The recognition of a single employee organization as the only bargaining agent for all the employees (members and non-members) in the bargaining unit.

Fact Finding - An investigation by an individual, panel, or board of a dispute between an employee organization and management. The fact-finder renders a report describing the issues and usually recommends a settlement. These recommendations are not binding on either party.

Free Rider - A person who is a part of the bargaining unit, is eligible for membership in the employee organization (union), but does not join nor pay any representation fee.

Fringe Benefits - Term used to encompass items such as vacations, holidays, insurance, medical benefits, pensions, and other similar benefits that are given to an employee under the master agreement in addition to direct wages.

Grievance - A claim by any member of the bargaining unit or by the bargaining agent that there has been misinterpretation

or misapplication of the master agreement or any other rule, order, or policy of the public employer. Such a charge is adjustable through the grievance procedure which is set forth as an article of the master agreement.

Impasse - A point reached in the process of negotiation where both parties agree that they can go no further in the process of proposal and counter-proposal. Their best offers (at that time) are on the table, neither of which is acceptable to the other party, bringing them to a point of impasse. In many negotiations, this point is reached several times prior to the final settlement of the agreement.

Injunction - A court order restraining individuals or groups from committing acts which the court determines will do irreparable harm or where the health and welfare of the community may be imperiled.

Management-Rights Clause - Collective bargaining contract clause that expressly reserves to management certain rights and specifies that the exercise of those rights shall not be subject to the grievance procedure or arbitration.

Mediation (or Conciliation) - Third party nonbinding, noncompulsory, intervention and assistance, usually by a public mediation agency, to facilitate a reconciliation of an impasse between employers and employees, or otherwise

to initiate, continue, resume, or bring about collective bargaining negotiations between these parties.

National Labor Relations Act (N.L.R.A.) - (Wagner Act) Passed in 1935, which had the general effect of strengthening the position of organized labor. The law guaranteed workers the right to organize and join unions, to bargain collectively and to act in concert in persuit of their objectives.

National Labor Relations Board (N.L.R.B.) - Created by the NLRA, the Board's primary duties are to hold elections to determine union representation and to interpret and apply the law concerning unfair labor practices.

Public Employees Relations Commission (PERC) - Labor board established by the Florida Legislature to regulate and guarantee the fair, efficient, and judicious enforcement of the Public Employees Relations Act, giving public employees the rights of self-organization and collective bargaining.

Ratification - A process whereby all of the members of the bargaining unit are called to a meeting to review and discuss any and all provisions as negotiated for a master contract. Following the discussion, a vote will be taken on the question of whether to vote for or against the

contract. The voting by the membership constitutes the ratification of the contract. A contract can only be signed and become effective following the ratification by both parties.

Recognition - An agreement by an employer to accept an employee organization as the bargaining agent without requiring a representation election.

Reopener Clause - A provision calling for reopening a current contract at a specified time for negotiations on stated subjects, such as a wage increase, pension, health and welfare benefits, etc.

Representation Election - An election between or among rival employee organizations to determine which organization shall be the bargaining agent.

Special Master - A disinterested, impartial person appointed by the labor commission to inquire fully into all matters at issue in a collective bargaining dispute and make recommendations for settlement. The special master is designated when an impasse is not resolved in mediation.

Unfair Labor Practice - An employer or employee organization practice forbidden by the Florida Public Employees Relations Act.

Zipper Clause - Clause that seeks to close all employment terms for the duration of the labor contract by stating that the agreement is "complete in itself" and "sets forth all terms and conditions" of the agreement.

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APPENDIX B

(The document was misnumbered. There is nothing between pages 101 and 159)
EA Clearinghouse

February 12, 1975

Dear Educator:

Some small and medium-sized county educators (associations/organizations) in Florida find themselves in a dilemma with the passage of the Public Employees Collective Bargaining Law, 1974. The problem is not the passage of the law, but instead, "How can they succeed in implementing it?" Specifically, they do not presently possess the financial resources, know-how and/or expertise to effectively bargain collectively with local school boards. There is little or no information describing a model to assist local educators in preparing themselves for the collective bargaining process.

The purposes of this survey instrument are to gather data in order to determine the present status of collective bargaining by teachers in small and medium sized counties in Florida, to determine the need for a model collective bargaining procedure, and to gain input from existing agreements (master contracts) to be utilized in preparing a model collective bargaining procedure.

Page Two

Your cooperation is needed for the attainment of the objective. Therefore, it would be greatly appreciated if you would take time out of your busy schedule to respond to the enclosed questionnaire.

Sincerely yours,

Silas Pittman
P.O. Box 604
Lake City
Florida 32055

QUESTIONNAIRE CONCERNING
THE PRESENT STATUS OF COLLECTIVE BARGAINING BY TEACHERS
IN SMALL AND MEDIUM SIZED COUNTIES IN FLORIDA

The following questions are designed to determine the present status of collective bargaining in small and medium sized counties in Florida. Please circle the "yes" or "no" following each of the questions below as it reflects the present status of collective bargaining in your county.

1. Does your association/organization have a professional negotiations agreement in effect between the teachers and the school board of your county? ..... yes no

2. If yes, does it include a grievance procedure that culminates in binding arbitration? ..... yes no

3. Does your association/organization have a collective bargaining agreement in effect between the teachers and the school board of your county? ..... yes no

4. If yes, does it include a grievance procedure that culminates in binding arbitration? ..... yes no

5. Does your association/organization have any form (written) of bargaining or negotiations agreement in effect between the teachers and the school board in your county? ..... yes no

6. If yes, does it include a grievance procedure that culminates in binding arbitration? ..... yes no

7. Does any teacher association/organization other than your association/organization have any form (written) of bargaining or negotiations agreement in effect between the teachers and the school board in your county? . yes no

8. If yes, does it have a grievance procedure that culminates in binding arbitration? ..... yes no

9. Has your association/organization registered as the bargaining agent with the Public Employees Relations Commission to represent all the teachers in your county in collective bargaining with the school board for this year (1975)? ..... yes no

10. If yes, has it been certified as the bargaining agent by the Public Employees Relations Commission? ..... yes no

11. Does your association/organization plan to become certified as the bargaining agent for the teachers in your county for this year (1975)? ..... yes no

12. Does your association/organization presently have members who have the know-how and/or expertise and are prepared to effectively bargain collectively with the school board? ... yes no

13. Does your association/organization plan to hire a professional negotiator to bargain with the school board in behalf of the teachers in your county? ..... yes no

14. Does your association/organization belong to, or is it affiliated with, a parent group (state or national) that will bargain with, the school board in behalf of the teachers in your county? ..... yes no

15. Does your association/organization plan to use (train) members from within its own ranks to bargain with the school board for the teachers in your county? ..... yes no

16. If yes, does it have access to a formal procedure with which to accomplish the same? ..... yes no

17. If yes, is this procedure available to other associations/organizations at a minimal cost? . yes no

18. Would your association/organization be interested in having access to a model collective bargaining procedure if it could be made available at a minimal cost (cost of reproduction? ..... yes no

19. If your association/organization presently has a professional negotiations/collective bargaining agreement (master contract) in effect would it be willing to share a copy and permit portions to be used in the development of a model collective bargaining procedure? ..... yes no

Source: Florida State Department of Education, Profiles of Florida School Districts, Profile IV, Tallahassee: Bureau of Planning, Division of Public Schools, 1975.

PROFILES DISTRICT GROUPINGS*

GROUP 1		GROUP 2		GROUP 3		GROUP 4		GROUP 5	
District	Page	District	Page	District	Page	District	Page	District	Page
Alachua	13	Bay	17	Columbia	35	Baker	15	Calhoun	25
Brevard	21	Charlotte	27	Highlands	67	Bradford	19	Dixie	41
Broward	23	Clay	31	Lake	81	Citrus	29	Gadsden	51
Dade	37	Collier	33	Marion	95	De Soto	39	Gilchrist	53
Duval	43	Escambia	45	Martin	97	Flagler	47	Glades	55
Hillsborough	69	Indian River	73	Osceola	109	Franklin	49	Hamilton	59
Leon	85	Lee	83	Pasco	113	Gulf	57	Hardee	61
Orange	107	Manatee	93	St. Johns	121	Hendry	63	Holmes	71
Palm Beach	111	Monroe	99	St. Lucie	123	Hernando	65	Jefferson	77
Pinellas	115	Okaloosa	103	Santa Rosa	125	Jackson	75	Lafayette	79
Sarasota	127	Polk	117			Nassau	101	Levy	87
		Seminole	129			Okeechobee	105	Liberty	89
		Volusia	139			Putnam	119	Madison	91
						Suwannee	133	Sumter	131
						Taylor	135	Union	137
						Walton	143	Wakulla	141
						Washington	145		

*The five groups of school districts shown above were derived using a weighted index based upon a combination of five different variables: population size, average family income, percent urban, median education, and number of white collar workers. These five variables have been shown to be closely related to many of the factors affecting education and should yield groups that are comparable along several such dimensions. Districts are listed alphabetically within each group. Data used in establishing these groupings is based upon information in the 1970 Census.

APPENDIX C

COLLECTIVE BARGAINING COUNTDOWN

1. We're registered with PERC.

2. We have majority status (over 50% signed authorization cards).

3. We asked the School Board to recognize us on the basis of numbers 1 and 2.

4. We could not agree on a method of verifying the cards.

5. WE ARE GOING TO PERC for recognition.

At the rescheduled School Board meeting, Thursday, February 20, your President, Jeane NesSmith, could not agree with the Board on a method of verifying the authorization cards. Because the School Board insisted verifying your signatures at an open meeting which would have included the Superintendent and the press.

Even though we have majority status and would have been recognized, your President felt that the confidentiality of your signed cards would have had to have been compromised.

Your bargaining committee has authorized Jeane NesSmith to sign a certification of Representative Status Form and to submit your cards to PERC-PUBLIC EMPLOYEE RELATIONS COMMISSION.

PRESIDENT'S STATEMENT

This has been an unusually difficult year. Our membership has evidenced differences in philosophy, but as President, I have been committed to express the feelings of the majority.

On several occassions I have been before the School Board and I felt comfortable because I was presenting the membership views. However, at the February 20th School Board Meeting I was totally confident because I was representing your wishes and I knew I had your full support.

It was a pleasure to speak in your behalf. Thank- you for your undivided support!

Jeane NesSmith

CEA BID FOR RECOGNITION SNAGGED
Article from Lake City Reporter,
February 21, 1975

The Columbia Education Association bid for recognition as the bargaining agent for the county's teachers hit a snag last night when CEA President Jeane NesSmith refused to permit Superintendent Frank Phillips to see the signed cards which she says will verify the fact that her organization represents over 50 percent of the teachers.

Mrs. NesSmith asked Board Chairman Willie Martin to appoint either a committee of the school board members or a neutral third party in order to verify the cards, but balked when the board decided to meet as a group, necessitating the presence of Phillips.

The verification procedure is necessary for recognition under the Collective Bargaining act which took effect the first of this year.

The CEA did, however, submit a letter of certification from the Public Employees Relations Council (PERC), another step called for under the new law.

Mrs. NesSmith said she could not agree to having the superintendent see the signed cards because of the power he has to transfer and determine job placements in the school system.

She said that allowing Phillips to take part in the verification process would place both parties in an awkward position since the superintendent "might later be accused" of allowing the fact that some school board employee was signed with CEA to influence hi decisions.

Mrs. NesSmith said she wished to insure the "security" of the people who have signed the cards and would not agree to tabulating the signatures in an open meeting.

The school board, nonetheless, passed a resolution calling for a special meeting Tuesday night in order to pursue the matter further.

Election of delegates to F. E. A. / United Convention to be held on: MAR 12

APPENDIX D

FRIDAY COLLECTIVE BARGAINING EVENT

What? Formal P.E.R.C. Hearing

Who? Hearing Officer Steve Pfeiffer from Division of Administrative Hearings

C.E.A.: Corky Weimern, Ken Day, Joan NesSmith

Columbia County School Board: Wallace Jopling, Mr. Rhodes

C.A.P.E.: Lucy Lane

Where? Grand Jury Room, Columbia County Courthouse, Lake City, Florida

When? Friday, April 11, 1975, 10:30 a.m.

Why? Because C.A.P.E. intervened in C.E.A.'s petition for certification with P.E.R.C., i.e., an intervention by another party calls for an election.

Purpose of Hearing:
1) To clarify the unit
2) To establish election procedures

What Happened?

1) It was established that C.A.P.E. has officially intervened but had not been notified by P.E.R.C. of the formal hearing.

2) After agreement from C.E.A. the Officer then declared a continuance hearing to be set in the immediate future.

3) After mutual agreement the hearing then went into consent talks between representatives of C.E.A., C.A.P.E. and the School Board.

4) The unit was agreed upon.

5) Consent talks were abruptly ended when Mr. Jopling refused to verify C.E.A.'s authorization cards with Mr. Pfeiffer or to accept P.E.R.C.'s affidavit of same.

After the conclusion of the hearing, Mrs. Lane and Mr. Rhodes were advised by C.E.A.'s representative, Corky Weimern of the items to be agreed upon for the election procedures. Because representatives of C.A.P.E. and the School Board were not prepared to discuss the items no tentative agreements could be reached.

C.E.A. was prepared for:
1) A formal hearing
2) Consent talks
3) To be recognized

183

WHO IS PREPARED TO REPRESENT YOU?????

APPENDIX E

4/29/75

Electioneering rules:

The Board agrees to permit the following electin activities on school premises:

1. One bulletin board in or adjacent to the teacher lounge or workroom may be used for posting of electin campaign literature.
2. Electioneering activity shall be limited to the time before pupils arrive at 8:30 and after pupil dismissal for the day, and during the teacher's lunch period when not assigned to duty.
3. Campaign material may be placed in teacher mailboxes only before 8:30 and after 2:00 pm.
4. No use of school courier service will be permitted.
5. No electioneering will be permitted on election day inside any room used for balloting.
6. No ~~one~~ persons not members of the bargaining unit shall be permitted to electioneer on school premises.

Agreed:

For the Board Willie Mae

For CEA Jeane S. NesSmith

For CAPE Lucy H. Lane

APPENDIX F

your bargaining team

A.H. STEVENS VICTORIA ELLIS QUINTILLA LYNCH SILAS PITTMAN JOYCE TUNSIL

No one knows better than you, the classroom teacher, what needs to be done to provide the best education possible for the children of Columbia County.

You are the classroom expert; the one person outside the home who is closest to the child. Your voice must be heard if quality education is to be a reality.

Too often in the past your views and opinions were ignored. But now Florida law guarantees you the right to be heard through collective bargaining. No longer must you remain silent while others make all the decisions.

Protect your right to be involved; vote to put classroom teachers like yourself at the bargaining table. Vote for the Columbia Education Association.

The CEA's bargaining team consists of classroom teachers trained by the Florida Education Association/ United in the negotiating skills necessary to represent you. Support the CEA and yourself and the childrer of Columbia County.

THE COLUMBIA EDUCATION ASSOCIATION
WE'RE ON THE RIGHT SIDE FOR TEACHERS

☐ ☐ ☑

187

CEA

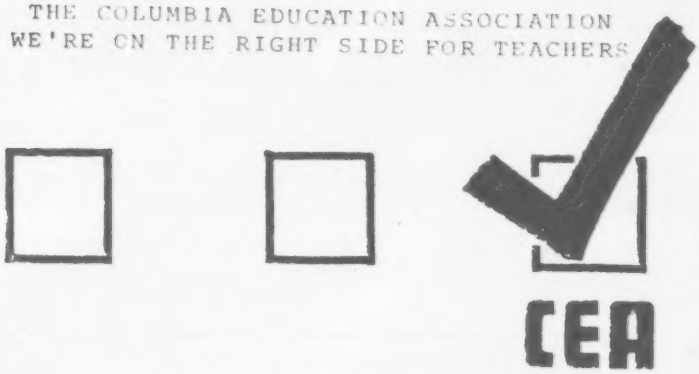
Where To Vote

Teachers will vote at the school where they are employed. Non-school-based personnel will vote at Melrose.

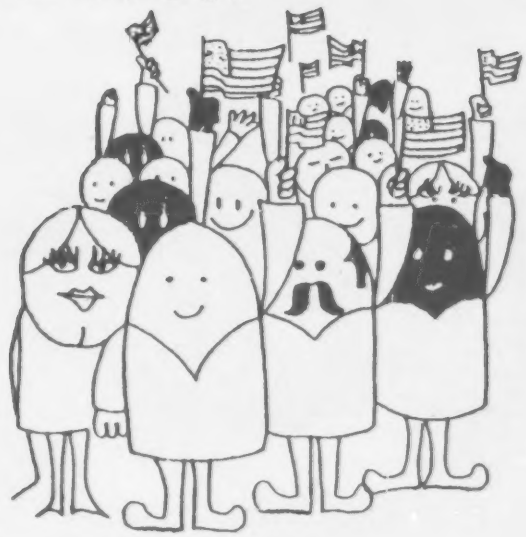
Columbia High School
Lake City Junior High
Richardson School
Minnie J. Niblack
Melrose
Summers
Eastside
Five Points
Fort White
Kindergarten Center

ALL POLLING PLACES WILL BE OPEN FROM 3:10 p.m. to 5:10 p.m.

THE COLUMBIA EDUCATION ASSOCIATION
WE'RE ON THE RIGHT SIDE FOR TEACHERS



Collective Bargaining Election



Thanks to the Columbia Education Association, a collective bargaining representation election is scheduled for May 21 (see details inside).

Who Can Vote

--Classroom Teachers
--Librarians
--Counselors
--Speech Therapists
--Occupational Specialists
--School Psychologists
--Visiting Teachers
--Any other certified personnel not listed under "EXCLUDED"

Identification

Voters must present one of the following at the polls:

--A driver's license with photo
--A voter's registration card
--A Social Security card

Who Cannot Vote (EXCLUDED)

--Superintendent
--Admin. of Special Education
--Dir. of Finance
--Coord. of Bookkeeping & Budget
--Coord. of Career Education
--Coord. of Transportation, Maintenance & Grounds
--Dir. of Elementary Education
--Dir. of Adult Education & Community Schools
--Dir. of School Business Mgmt.
--Dir. of Secondary Instruction
--Personnel Specialists
--Project Administrator
--General Supervisor in charge of Curriculum
--Security Officer
--Superv. of Phys Ed
--Superv. of Purchasing & Warehousing
--Supervisor of Reading
--Superv. of Elem. Education
--Superv. of School Food Serv.
--Superv. of Vocational Ed
--Dir. of Vocational Ed
--Principals
--Assist. Principals who are not regular classroom teachers
--Supervisor or Director of Tutorial Programs

WHAT IS...

Collective bargaining

... is negotiation for the settlement of a collective agreement between an employer and an employee.

Under Florida law

... the teacher bargaining agent and the superintendent are required to "bargain collectively in the determination of wages, hours and terms and conditions of employment of the public employees within the bargaining unit."

A collective agreement

... is an agreement between the employer and the employee reached through collective bargaining, establishing wages, hours, teaching/working conditions.

Any collective agreement

... between a teacher bargaining agent and a school board must, under Florida law, "contain all of the terms and conditions of employment of the employees in the bargaining unit during the term of the contract."

The law also requires

... that "any collective agreement reached by the negotiators shall be reduced to writing and such agreement shall be signed by the [superintendent] and the bargaining agent [teachers]."

Therefore, it is very important

... that teachers exercise great care in electing the organization which will represent them at the bargaining table. Compare the quality of leadership, the program, and experience.

THE COLUMBIA EDUCATION ASSOCIATION
WE'RE ON THE RIGHT SIDE FOR TEACHERS

☐ ☐ ☑

CEA

COLLECTIVE BARGAINING
COLLECTIVE BARGAINING
COLLECTIVE BARGAINING

APPENDIX G

CEA Wins Out over CAPE In Columbia Teacher Vote

The Times-Union Bureau

LAKE CITY -- The Columbia Education Association (CEA) easily won the right Wednesday to represent county teachers by carrying 268 out of the 346 votes cast.

County Elections Supervisor Mary Jim Crews reported that CEA won over the Columbia Association of Professional Educators (CAPE), which garnered 75 votes, and three teachers who desired no representation. She said 368 teachers were eligible to vote.

Ballots were cast for two hours following the regular school hours at each of the county's schools.

The election climaxed a lengthy battle for recognition during which CEA President Jeane Nesmith appeared before the school board claiming that her organization represented a majority of the teachers. However, she consistently refused to expose the names of those she said were in her ranks to the full board and Supt. Frank Phillips.

She indicated that to do so might lead to retribution by the superintendent. She agreed to let Board Atty. Wallace Jopling verify the accuracy of the list, but he declined on the grounds that an attorney must not keep secrets from his client.

Meanwhile, as CEA proceeded with moves to bring about a county teachers' election under the auspices of the Public Employes Relations Council, CAPE intervened.

Throughout the period, school board members have gone on record declaring that they're willing to abide by the collective bargaining statutes and recognize any organization that will prove it represents the majority of the teachers.

L.C.R. 5-21-75

Teachers vote today in consent election

Today is the day when county teachers decide whether or not they will have a bargaining agent and if so, who that agent will be.

Members of the Columbia Education Association and the Columbia Association of Professional Educators (CEA and CAPE) have been campaigning for support in the schools for the past several weekds in preparation for the consent election to be held this afternoon in each of the county's 10 schools.

The teacher will be asked to mark paper ballots containing three alternatives: representation by CEA, representation by CAPE or no representation at all.

Voting will be done in each of the schools' cafeterias and the ballots will be counted later at a central location.

The election will be held between 3:10 and 5:10 p.m. today.

The winning teachers' group, if that group garners more than 50 per cent the vots, will represent county teachers in cottract negotiations with the school board under the provixions of the Public Employee Bargaining Act enacted for the first time this year.

Both the CEA and CAPE have been certified by the Public Employees Relations Council (PERC) but neither has been able to meet state requirements that a bargaining agent prove support from more than 50 per cent of the appropriate bargaining agent.

CEA claimed to have that majority some months ago, but could not reach an agreement with the school board concerning the mechanics of verification.

CAPE subsequently filed a motion as an intervener in the election, making the consent election necessary.

APPENDIX H

LAKE CITY REPORTER 6-25-75

Teachers to begin negotiations

Teachers and school board negotiators will meet for the first collective bargaining session Friday, June 27 at City Hall.

The session, which will begin at 2 p.m., will more than likely be brief, according to Superintent Frank Phillips, and will probably center around laying the ground work for future bargaining talks.

The teachers will be represented by Silas Pittman, Victoria Ellis, Joyce Tunsil, A.H. Stevens, and Quintilla Lynch.

The administration has secured the services of the Educational Services Bureau in Washington, D.C., as their negotiators.

The bargaining sessions are open to the public under the provisions of the Florida Sunshine Law.

APPENDIX I

L.C.R. 3-25-76

Teachers nearing agreement

Representatives of the county's teachers will meet with school board negotiators again today, Tuesday and Wednesday in an attempt to reach a final contract agreement.

The two sides have scheduled bargaining sessions from 4-8 p.m. today and 10 a.m. to 8 p.m. Tuesday, and Columbia Education Association negotiator Vickie Ellis says the two sides are nearing an agreement.

The major item left to negotiate, however, is salaries.

Superintendent of Schools Frank Phillips says, however, "There can't be much debate because we haven't got that much money." Phillips says he believes discussions concerning "fringe benefits" will be more likely to delay the talks than salary negotiaions.

The teachers are asking that their base pay be increased from $8,000, to $8,600 per year, board negotiators say they will ask the teachers to accept the same pay as last year.

A state mediator appointed by the Public Employees Relations Commission (PERC) two weeks ago has not been called into the talks since, and Phillips says "There has been quite a bit of movement" toward a final agreement.

The two sides last week hammered out a majority of the items dealing with grievance procedures, Ellis said, but have not yet reached any settlement on teacher leaves, another issue which has prompted some debate at the bargaining tabke in recent weeks.

The negotiations are being held at the EMR Centr at Columbia High School and are open to the public.

APPENDIX J

Staff

RECEIVED
SEP 29 1975
PUBLIC EMPLOYEES RELATIONS COMMISSION

COLUMBIA COUNTY SCHOOL BOARD

and

COLUMBIA COUNTY EDUCATION ASSOCIATION

: FINDINGS OF FACT and
: RECOMMENDATIONS FOR SETTLEMENT
: Case No. 8H-Sm-75-63

APPEARANCES

For the Board:

Jeffrey W. Basham, Chief Spokesman
Eric F. Rhodes, Board Representative

For the Union:

Victoria D. Ellis, Chief Spokesman
Silas Pittman

Pursuant to the provisions of Florida Statute, Chapter 447, Part II, entitled Public employees Relations Act, hereinafter referred to as the "Act", the Board and the Union, having reached an impasse on a number of terms and conditions of a collective bargaining agreement, the Public Employees Relations Commission (Commission) appointed the undersigned as Special Master to conduct hearings in order to define the areas of dispute, to determine facts relating thereto and make findings of fact and recommendations for settlement.

Upon due notice to both parties, a hearing was held on September 16, 1975 in the Council Chambers of the City Hall, Lake City, Florida.

Both parties appeared at the hearing and were afforded full opportunity to be heard, to examine and cross-examine all witnesses and to introduce evidence bearing upon the issues.

At the close of the hearing the parties requested and were afforded an opportunity to submit briefs. Briefs have been submitted and duly considered..

SALARY DEMANDS

The Union proposes a 9.75 per cent increase in the annual salary paid to each employee in the bargaining unit. Also proposed is a somewhat larger percentage salary increase for those performing services in the enumerated "extra pay for extra work" classifications. These extra functions are performed by regular employees and rrquire specialized skills, training and experience. I view them as a separate part-time regular positionsand will treat them as such in the discussion and disposition of the salary demands herein.

1..

The Board rejects the salary demands in toto on the basis that "the financial condition of the district is such that funds are not available to pay an increase in salaries. In support of this position, the Board shows without challenge, that it is confronted with sharply increased expenditures for the non-salary items of fuel, natural gas, electricity, new buses, additional classroom space, contribution to retirement plan and insurance premiums. The record further shows a sizeable amount that must be budgeted for salaries of new teachers hired earlier this year.

It is undisputed in the record that the Board has access to some $908,000 in additional revenues from all sources, this year over last year. The parties stipulated that the total cost of the Union's salary proposals would cost approximate y $440,000.

While "inability to pay" and the "public interest" are important factors entitled to great weight in considering salary increases, they are by no means entirely dispositive of the employees' needs when viewed in the light of the Board's access to additional funds.

It is a matter of common knowledge and I take official notice that the consumer's price index has risen some 27% in the last three years. It is undisputed that the unit employees' incomes have lagged badly behind. I find that the employees are entitled to receive a salary increase.

The size of the increase should be the result of a balancing of the equities between the parties. The factors of ability to pay and the public interest must be weighed against the equitable needs of the employees. The Board's sharply increased projected non-salary expenses, plus the cost of additional teachers and its limited tax raising power must be considered in mitigation of the Union's demand. The Union's demand, in the light of the severe impact of recent inflationary pressures would be considered as being fair and reasonable provided that the Board was sufficiently financially affluent to absorb it. But that is not the case here and the principle of "he who seeks equity must do equity" is applicable.

In view of all the circumstances, I recommend that the Board grant a 5.25 per cent annual salary increase to each employee in the unit effective the commencement of the current contract year and (2) that effective the same time, the same annual salary increase be granted to each employee employed in the "extra pay for extra duty" positions.

ARTICLE 3. ASSOCIATION AND TEACHER RIGHTS

Involved here is the last sentence as proposed by the Union: "The private and personal life of any teacher is not within the appropriate concern or attention of the Board". Rejecting this proposal, the Board counterproposes the following substitution therefore: "The private and personal life of a teacher is not within the concern of the Board, except as it may affect the teacher's effectiveness and the best interests of the school system".

Extensive testimony was taken on this issue. The Union argues in substance that a teacher's private life should not be subject to Board Control, that they have the sole right to determine how to spend off-duty time, and that the Board should not intrude so long as the teacher's effectiveness, ability to teach and the interests of the school system are unimpaired.

Asserting that the effectiveness of the teacher in the classroom is the most important part of education, the Board insists that it must have the latitude to question their personal lives. It would limit its concern to establishing the truth or falsity of rumors that would cripple the effectiveness of a teacher in the classroom and more particularly rumors of teacher-student sexual activity. In the event the rumor were found false, the teacher's reputation would be defended by the Board. If the charges proved true, the Board would invoke disciplinary action against the teacher.

It is quite conceivable, that in some circumstances (not necessarily restricted to those specified by the Board) the Board may have justifiable cause to concern itself with the personal life of a teacher, and deal with the matter in a manner that would best serve the public interest. On the other hand, there may be conduct or personal characteristics, which though offensive to a few, would not warrant or justify the concern of the Board because the effectiveness of the involved teacher in the classroom is not diminished thereby. I find that there are some types of conduct which would justify intrusion by the Board into the personal life of a teacher in order to protect the public interest. The provision as proposed by the Union is too broad since it would foreclose legitimate inquiry.

Since the Board has made a counterproposal in the premises, I recommend that the parties undertake further negotiations to settle this issue.

GRIEVANCE PROCEDURE

The parties have agreed upon a grievance procedure terminating in final and binding arbitration as its last step. However they disagree on (1) the Union's proposed definition of the term "grievant" and (2) with the proposal that the Union have the right to continue and submit to arbitration any grievance filed and later dropped by the grievant".

I will first deal with the Union's proposed Section B. "The term 'grievant' shall mean an employee or group of employees or the Association filing a grievance".

The Board objects to permitting the Union to initiate a grievance on the ground that it is quite rare to allow a public sector bargaining agent to initiate grievances. Also that it has a duty to protect the rights of all of its employees, specifically those who do not support the Union and do not feel aggrieved.

A discussion of the policies and objectives of the Act becomes pertinent in resolving the issue. Sec. 447.03 provides "Employees

shall have the right ------- to bargain collectively through representatives of their own choosing" ------.

Sec. 447.001 provides " ------ These policies are best effectuated by: (1) Granting to public employees the right of ---- representation".

Sec. 447.002 provides in subd. (11) "Bargaining Agent" means the employee organization which has been certified as representing the employees in the bargaining unit ----".

Sec. 447.002, subd. (14) provides "Collective bargaining means the performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith and to execute a written contract".

Sec. 447.006 subd. (2) provides that "public employees shall have the right to ------ to be represented in the determination of grievances ------. Public employees shall have the right to refrain from exercising the right to be represented".

It is elementary that the grievance procedure is simply an extension of the collective bargaining process. The agreement is negotiated by the bargaining agent in behalf of the unit employees and then is administered by the bargaining agent in behalf of such employees. Part and parcel of such contract administration by the bargaining agent is the interpretation and application of the collective agreement which frequently becomes a subject for invoking the grievance procedures. This may involve the rights of a single employee, a group of employees or the entire unit. The entire concept of the collective bargaining process generally rules out direct dealings between an employer and his individual employees. With few exceptions (which will be discussed in connection with Union's proposed Section N) the Act mandates the public employer to deal with the "Collective bargaining representative" or the "bargaining Agent". In this very proceeding the parties are the bargaining agent and the public employer. In the case of an impasse such as here the bargaining agent may appoint---a mediator----".

Since the Act clothes the Collective bargaining agent with the duty, responsibility and authority to initiate and conduct statutory procedures designed to procure and preserve terms and conditions of employment, I find that the right of a Union to file a grievance in behalf of a single employee, a group of employees, the entire unit or on its own behalf would be in harmony with the letter and spirit of the Act.

As to the Union's proposal Sec. N, demanding the right to process a grievance to arbitration despite its withdrawal by the grievant, I find that such proposal violates the Act. Sec. 447.006 (2) provides that public employees shall have the right tp refrain from exercising the right to be represented in the determination of grievances. This is a mandatory employee freedom which cannot be bargained away.

Accordingly, I recommend (1) that the Board accept the Union's proposal that the term "grievant" shall be defined as including "the

Association filing a grievance", a nd (2) that the Board deny the proposal that "the Association on its own, may continue and submit to Arbitration any grievance filed and later dropped by a grievant".

TENURE AND DUE PROCESS RIGHTS

The Board rejects Union proposals A, B, C, D, E, F and G under Article 16 relating to "tenure" of non-tenure teachers and also rejects proposals A, B, C and D under the heading "Due Process Rights" on grounds that the subject matter provided therein is non-negotiable because it is governed by state law. The Board contends further that the Special Master has no authority to rule on the negotiability of a proposal since that question is within the jurisdiction of the Commission to determine.

I am inclined to agree with the Board's position. Section 447.004 (6) vests in the Commission the authority to "investigate charges of engagement in prohibited practices". Section 447.016 (1) (d) prohibits a public employer from engaging in the unfair labor practice of "refusing to bargain collectively or failing to bargain collectively in good faith ---- with the certified bargaining agent for the public employees in the bargaining unit". The question of whether a particular subject matter is negotiable has been traditionally resolved by the National Labor Relations Board and state labor relations boards under the unfair labor practice-refusal to bargain sanctions. Section 447.017 provides for the filing of charges with the Commission alleging u fair labor practices to be followed by investigation into the merits, and a formal hearing (if indicated by the evidence) before the Commission to determine whether an unfair labor practice has been committed. If an affirmative finding is made, the Commi sion will issue an appropriate remedial order. In this case, if the Commission finds that the Union's proposals are in fact negotiable, its order would direct the Board to bargain with the Union on the subject matter thereof.

Under the circumstances, I find that the question of non-negotiability of the Tenure and Due Process demands is within the exclusive jurisdiction of the Commission to determine; and that the special master has no authority to make findings with respect thereto.

Accordingly, the undersigned withholds the making of any recommendation pertaining to the issue of Tenure and Due Process.

PAID HOLIDAYS

.The Union's proposal that teachers shall receive six paid holidays is rejected by the Board. The Union contends that since the six holidays would come out of the 196 contract days annually worked, there would be no additional cost to the Board. The U nion further points out that there is legislation permitting effectuation of this demand.

James David Ellis, principal of a secondary school testified without contradiction that 196 days of a teacher's work year is the bare minimum needed to fulfill the obligations and needs of the school system; that although teachers spend 180 days in classroom teaching, the additional 16 days of teacher work is necessary in order to either prepare the school for students to be enrolled or set the

program and implement the educational process for the following year, or to close out the school year as needed as far as records, grades, checking in books and the many other duties and responsibilities that it takes to operate asecondary school.

I am persuaded by Mr. Ellis' testimony to conclude that a loss of six teacher working days would indeed impair the educational process of the school system in Columbia County in view of the many and diverse non-instructional functions that must be performed before and after the opening and closing of classes. The facts that the holidays are legally permitted and there would be no additional expense to the Board is found to be subordinate to the work needs of the school system as reflected by the Ellis testimony.

Accordingly, I recommend that the Board deny the proposal for six paid holidays.

INSURANCE

The Union proposes an improved health and life insurance plan. The Board asserts that it can afford no increased expenditures on this item. The Union has offered no affirmative evidence in support of its position. Bare proposals without more cannot be considered evidentiary in and of themselves. Evidence in the record, oral and documentary is the fuel that powers the fact finding procedures of the Special Master process. Without affirmative record proof, there is no basis for determining whether proposals are fair, reasonable or equitable. The Act instructs the Special Master to give weight to certain enumerated factors, but he is not limited thereby and may receive evidence of other factors that are relevant to and supportive of the parties' positions on a disputed issue. The Special Master cannot depart from the record to fill a void in the evidence. The record alone is what he must consider in the making of findings.

On the insurance issue, the Board offers to continue its present policies and practices. By reason of absence of supportive evidence, I find that the Union's insurance proposals are without merit.

Accordingly, I recommend that (1) the Union's insurance proposals be denied and (2) that the parties incorporate the current insurance practices into their contract.

TERMINAL PAY BENEFITS

One of the issues is whether terminal pay should be computed by multiplying the separatee's daily rate of pay by one-half of the total number of his accrued sick leave days up to a maximum of sixty days whichever is less. This is the Union's proposal and the Board counteroffers on the basis of one-fourth of 120 days accrued sick leave or a maximum of 30 days.

Ordinarily, I would be persuaded to find in favor of the

Union's proposal for it appears only fair and equitable that the separatee or his estate should be in the position of recapturing the value of such of the earned and accrued sick leave days as possible. In view of the circumstances that I have recommended a salary increase, I find that any addition to this expense would be inequitable and contrary to the public interest.

Accordingly, I recommend that the Union accept the Board's counterproposal as outlined above.

The second issue which appears to be raised by the Board for the very first time in Point Fifteen of its brief. The Board would reject the Union proposal basing eligibility for terminal pay on not less than three years of service.

I have examined my notes, the transcript of the record and the exhibits received in evidence, but fail to find that the Board objected to the proposal during the hearing. I cannot consider the merits of the Board's arguments because the Union has had no opportunity to rebut the Board at the hearing. Not wishing to foreclose the Board from further exploring this issue, I will withhold making an affirmative finding of fact.

However, I do recommend that the parties undertake further negotiations to settle the issue.

JOB ABOLITION

Since the Union did not object at the hearing to the Board's proposal to abolish Ranks 1 and 1A, and taking the one employee who is Rank 1 and "grandfathering" him, I recommend that the parties adopt this proposal.

DATED: September 26, 1975

DAVID H. VERTHER
SPECIAL MASTER

7.

APPENDIX K

Reporter

E 1874

55 FRIDAY, OCTOBER 3, 1975 Delivery by Carrier 60c Week SINGLE COPY 15c

Reporter TV section inside today

Special Master's report

5.25% salary hike urged for teachers

BY ED HARDEE
Managing Editor

A Special Master called into Columbia County's stalled teacher contract negotiations has recommended that county teachers receive a 5.25 percent salary increase this year, the Reporter has learned.

During the contract talks, which have been underway since July, school board representatives have offered no salary increases while the Columbia Education Association has sought a 9.75 percent teacher pay hike.

In a seven-page report filed this week with the Public Employees Relation Commission in Tallahassee, Special Master David Werther of Miami recommended a 5.25 percent salary increase "effective (with) the commencement of the current contract year," which apparently would be retroactive to the start of this year's school term.

The school board is under no obligation to accept the Special Master's recommendations. However, another negotiations session apparently will be scheduled within two weeks in an attempt to reach a contract settlement.

Werther's report cited school board arguments that the board "is confronted with sharply increased expenditures for the non-salary items of fuel, natural gas, electricity, new buses, additional classroom space" and other expenses.

But Werther also said it is "undisputed" that the school board has access to $908,000 in additional revenue this year over last year.

"It is a matter of common knowledge and I take official notice that the consumer's price index has risen some 27 percent in the last three years," Werther wrote. "It is undisputed that the (teachers') incomes have lagged far behind.

(Continued on Page 2)

ather

cally

through Saturday.
upper 70s and lows

From Page 1

Salary hike

"I find that the employees are entitled to receive a pay increase," he stated, adding that the school board's expenses and ability to pay should be weighed against its employees' needs.

Werther's report also dealt with several other contested items in the current contract talks.

The Special Master recommended further negotiations on the question of teacher rights, noting that "extensive testimony" has been taken on the issue.

"The (CEA) argues that a teacher's private life should not be subject to board control," Werther stated, while "the board insists that it must have the latitude to question (teachers') personal lives."

He said the school board would "limit its concern to establishing the truth or falsity of rumors that would cripple the effectiveness of a teacher in the classroom and more particularly rumors of teacher-student sexual activity."

Werther stated that "there are some types of conduct which would justify intrusion by the board into the personal life of a teacher in order to protect the public interest," and recommended further negotiations on the matter.

In the area of grievance procedures, Werther defended the CEA's right to file a grievance in behalf of one or more employees, or in its own behalf.

But he said the school board should deny a proposal that the CEA could submit to arbitration any grievance that has been dropped by the person filing it.

Also recommended for denial was a CEA request for six paid teacher holidays.

Although the holidays are legally permitted and would be no additional expense to the board, Columbia County's school system would suffer if the six non-instructional work days were lost," Wether stated.

The special master recommended that CEA proposals for improved health and life insurance be denied.

He said the school board and contended that it could not afford additional spending for insurance, and that the CEA had offered no evidence to support its position. Therefore, he said, current insurance practices should be written into the new contracts.

Werther also recommended that school board proposals dealing with terminal pay benefits and a job abolition clause be accepted.

CEA negotiator Vickie Ellis said late Thursday that the teacher group is generally pleased with the report's findings.

"I think the report is fair," she said. "We didn't get everything we wanted, but the recommendations were favorable in the most important areas."

She said another negotiating session will be held when school board negotiating representatives can be reached.

Werther was appointed by PERC as Special Master to make recommendations and findings of fact after the Columbia County contract talks reached impasse. A hearing on the disputed issues was held last month.

The bill for Werther's services reportedly will reach about $1700, half of which will be paid by the teacher group and half of which will be paid by the school board.

From Page 1

Lab report

–Joe Sheppard, charged with passing worthless checks, was not prosecuted;

–James Vesta Yemans Jr. and Jerry Markus Gaskins, charged with grand larceny, were not prosecuted;

–Jerry Martin Barwick and John Frederick Croinin, charged with grand larceny, were not prosecuted because they are being tried in Hamilton County for charges of possession of stolen property;

–Cato Souter pled guilty to breaking and entering with intent to commit petty larceny, a pre-sentence investigation was ordered.

stablished at the company's White prings plant, but no dwellings are in the rea.

Before lands are used for buildings, former Hooks of the Florida Phosphate ouncil said the industry will study ways [illegible]

Check

207

APPENDIX L

School board, CEA contract talks resume

Another negotiations meeting between representatives of the Columbia County School Board and Columbia Education Association has been scheduled for Thursday afternoon at four o'clock, according to CEA spokesman Vickie Ellis.

She said she is hopeful that final agreement in the long-continuing contract talks can be reached at the meeting.

The session is scheduled to be held in the work-study lab at Columbia High School.

Contract negotiations have been going on for over three months, but no agreement on several basic issues - including salaries – has been reached thus far.

However, a Special Master's report received last week listed several recommendations for concluding the contract package.

Included among the Special Master's recommendations was a call for teacher salary increases of 5.25 per cent this year.

"We are very hopeful we can settle everything at Thursday's meeting," Ms. Eillis told the Reporter Monday.

She said she believes the school board "is aware now that the money is there" for teacher pay raises.

On other disputed items, such as grievances, teacher rights and holidays, Ms. Ellis said "I think we're close enough that we can work them all out and get it over with."

She said the school board "would have to come up with a pretty good reason" not to offer teacher salary increases, in the wake of the Special Master's recommendations.

School Supt. Frank Phillips told the Reporter last week he was uncertain whether the proposed pay increases would be granted. He said the school finance office had been truthful in saying the pay hikes were unaffordable, based on available information.

Ms. Eillis said that salary increases would not be reflected in October's paychecks for county teachers, even if an agreement is reached at Thursday's meeting.

"We still have the whole ratification process to go through," she noted.

However, she said "we're aiming for the increases to show up in November paychecks" if salary hikes are granted.

LC R 10-7-75

APPENDIX M

L.C.R. 10-14-75

Final contract offer rejected by teacher representatives

BY ED HARDEE
Managing Editor

Columbia County teacher representatives rejected a "final" contract offer from the county school board Tuesday, columinating negotiations which have continued since June 27 of this year.

School board negotiators presented their final offer to the teachers Tuesday afternoon, following a scheduled closed-door session between the board and its negotiating team.

The board's offer included a freeze on teacher salaries for the coming year.

Teacher negotiators had originally sought a pay raise in excess of nine per cent, while a Special Master who heard arguments from both sides last month had recommended that county teachers receive a 5.25 per cent raise.

Vickie Ellis, chief negotiator for the Columbia Education Association, called the salary freeze offer "punitive as far as I'm concerned."

She said the board's final offer also included a $1.67-per month payment by the school board toward teacher life insurance policies, in place of $6 payments already being made toward Blue Cross-Blue Shield coverage.

The board's offer on grievance procedures, she said, was in violation of the state Collective Bargaining Act.

Members of the teacher organization had apparently anticipated a lengthy bargaining session yesterday and federal mediator Nathan Kazin was on hand at the meeting.

However, after receiving the school board's offer, teacher representatives caucussed briefly and then rejected the package offer "in toto."

School board negotiator Jeffrey Basham said the contract package was "the final offer of the (board's negotiating) team at this point."

He said the teachers could contact Kazin if they "feel the need for any further discussion."

Teacher representatives were expected to notify the Public Employees Relation Commission by telegram this morning that the final contract offer has been rejected.

The negotiating deadlock apparently

(Continued on Page 2)

196

211

From Page 1

Final contract

212

means that the Columbia County School Board itself will make the final decision on teacher contracts this year.

According to the state's collective bargaining act the recommendations of the Special Master may be rejected in whole or in part by either party within 15 days after filing, or the recommendations will be considered accepted. Presumably both the school board and teacher group will reject some of " special master's recommendations.

The next step according to the law, will be for School Supt. Frank Phillips to submit his own recommendations for settling the contract dispute.

Then, the School Board will conduct a public hearing at which both sides are required to "explain" their positions in the contract talks.

Finally, the School Board "shall take such action as it deems to be in the public interest, including the interest of the public employees involved."

Although the superintendent's recommendations are to be submitted within 10 days, there is no specific deadline for the school board to hold its public hearing or to make its decision on contracts.

City Hall meet

LAKE City Reporter
October 30, 1975

School board hears contract talk tonight

BY ED HARDEE
Managing Editor

The Columbia County School Board meets tonight to hear spokesmen for both sides in the deadlocked contract negotiations between school board representatives and the Columbia Education Association, which represents county teachers.

Tonight's public hearing is the final step called for in the state's Collective Bargaining Act before the school board itself decides how the deadlock will be resolved.

The hearing begins at 7 p.m. in the City Commission room at City Hall, and CEA spokesmen urged this week that members of the public attend the special meeting.

Negotiations between the teachers and school board representatives began on June 27 this year, under the new guidelines of the state's collective bargaining law.

The contract negotiations reached an impasse several weeks ago when both sides could not reach agreement on a number of contract issues, including salaries, teacher privacy, and grievance procedures.

The CEA had originally sought a 9.75 per cent across-the-board pay increase, which would have raised base starting salaries from $8,200 annually to $9,000 with comparable hikes at each higher step in the school system's pay schedule.

Representatives of the school administration countered that the board could not afford to give any pay increases, due to increased costs in a number of operational areas.

A state-appointed special master heard arguments from both sides in a September hearing, then issued a recommendation that the teachers be granted a 5.25 per cent increase in salary this year.

However, the school board is under no mandate to accept the special master's recommendations. At a board meeting last week, School Supt. Frank Phillips recommended that no salary increases be granted for county teachers, and that salaries and supplements be frozen at last year's levels.

The CEA and school board negotiators also have been unable to reach agreement on the wording of a contract clause which would protect teachers from discrimination or disciplinary action due to their private lives.

The administration wants the paragraph to read that a teacher's private life will not be a matter of board attention unless the teacher's actions are not "in the best interest of the school system."

CEA negotiators maintain a teacher's private life should be the subject of interest for his or her employer only when it affects the teacher's performance in the classroom.

Phillips told the board last week that the administration's last offer on teacher privacy was "the best we could do" and recommended that the administration's position be adopted.

Phillips also recommended last week that the administration's stand on grievance procedures be adopted, rather than the CEA's stand that it should be given the right to initiate grievance procedures as a group when it feels there has been a contract violation.

The Special Master had recommended a CEA plank that the term "grievant" be defined to include the association. He had also recommended that the board reject a CEA stand that the organization should be allowed to carry to arbitration any grievance that has been dropped by the person filing it.

Phillips said last week that due process rights being sought by the CEA are "non-negotiable." He recommended that they not be included in the new teacher contracts.

He also recommended two paid holidays for teachers per year (the CEA had sought six,) and recommended improvements on the special master's proposals on terminal pay for teachers.

Recommendations from the school superintendent were called for under the collective bargaining act after negotiations between the school board and CEA representatives were broken off.

The next step is tonight's public hearing of the school board. Both sides will be required to "explain" their positions in the contract talks at the meeting.

Then, according to the law, the school board "shall take such action as it deems to be in the public interest, including the interest of the public employees involved."

According to federal mediator Nathan Kazin, who has been involved in the school contract talks, there is no specific deadline for the school board to take its action following the scheduled public hearing.

APPENDIX N

Decision on teacher contracts is postponed

LAKE CITY REPORTER
October 31, 1975

215

199

BY ED HARDEE
Managing Editor

A decision on new teacher salaries and contracts for the current school year was delayed Thursday night by the Columbia County School Board.

With a standing-room-only crowd of about 100 persons in attendance, the board heard presentations and contract proposals from representatives of both the school system and the Columbia Education Association, representing county teachers.

The two-hour session began with a recommendation from School Supt. Frank Phillips: that all school system employes receive across-the-board pay increases of $150 per year, or that the school system's existing salary schedule be maintained.

In all previous negotiating sessions, school board representatives had refused to offer any pay increases to county teachers, saying the school system could not afford them. The CEA had originally sought a 9.75 per cent salary hike.

Phillips said his first proposal, the $150 across-the-board raises for all employees while maintaining a freeze on the current school salary schedule, would c[illegible] $110,000. Funds for $10,000 life[illegible] policies and rank changes would run[illegible] additional $50,000.

His alternative proposal, to reactivate the current salary schedule (which would entitle teachers to their annual pay increase based on years of service would cost about $130,000 with the $50,000 additional for insurance and rank changes.

Phillips said the school system would have to cut back on school supplies and other items "in all cost categories" in order to fund the salary hikes.

However, in a lengthy presentation, CEA spokesmen presented budget figures wich indicated that the school board has received about three-quarters of a million dollars in additional revenue this year.

CEA spokesman Silas Pittman said sworn testimony had been given at a hearing last month indicating that about $600,000 in additional revenues would be received from the state this year, with about $96,000 from local sources as well.

"Since the time of the hearing the figure for local funds has been upped by an additional $60,000 for a grand total of state and local funds over last year of approximately $750,000," Pittman said.

Pittman also noted that the school board has adopted a tax levy of 7.317 mills for the current year, below the state maximum eight mills.

By adopting the lower millage figure the school board has eliminated an additional $212,257 it could have had this year, he said.

Pittman said the CEA would accept a 5.25 percent across-the-board pay raise, as recommended earlier this month by a state-appointed special master who heard arguments from both sides in the Columbia County teacher contract negotiations.

He said the percentage total of the school board's budget spent for teachers and instructional salaries has decreased every year for the past six years, while the total for administration and supervision has increased annually.

The percentage total for teacher salaries and instructional was 56.4 percent of the budget in 1969-70, as compared with 48.4 percent last year, he said.

"Ever[illegible]re-adopting the same millage as [illegible] additional funds of [illegible]out $750,[illegible] coming into the county," Pittman told the board. "Yes, the funds are available (for a pay raise.)"

He said adoption of the 5.25 per cent increase would "show good faith on the part of both parties, and would continue the very excellent relationship that has existed between the Columbia County

(Please turn to page 6)

216

From Page 1

Decision

School Board and the teachers of this county."

After hearing the CEA presentation, the board members set Nov. 13 to continue the public hearing with a possible decision at that time.

They indicated that, in the interim, they would seek additional budget information.

Prior to the remarks from the teacher group, board member L. H. Mathis pointed out that none of the county's schools are operating under budgets this year.

"I can't really vote for anything at the present time until budgets are adopted for each individual school (and) we see how much money we have," he said.

"The money's disappearing mighty fast," Mathis remarked. "I'm afraid we'll be out by the end of the year at the rate it's going now."

School finance officer Tom Harkleroad said he felt the school system could afford the salary proposals offered by Phillips, particulary with a projected $63,000 savings in utilities which had been budgeted for the new Columbia Senior High School.

Phillips also indicated that too many purchase orders are being issued at some schools. "We have people buying items it's questionable whether they should be buying," he said.

Board member Mrs. June Epperson said Columbia County had been generous with pay increases when the money was available, but that due to inflation, the expenses are just tremendous," this year.

"If the money is all spent and there's none in the budget (at the end of the year) none of you will get paid," she told the teachers. "Nobody thought New York would go broke but it's happened."

CEA negotiator Vickie Ellis addressed the board on contract items other than salaries which still have not been resolved.

She noted that the school board must act as "an impartial third party" in determining a solution to the negotiating deadlock.

Pointing out that the board members themselves received pay raises of 11.6 per cent this year through a legislative formula, she said "now it's time for the board to take care of the teachers' interests."

She said teachers have continued in the classroom "without complaint" this year as negotiations continued, and had also served the county in years past. "We feel this is the time to be rewarded," she said.

Ms. Ellis said the teacher group had already rejected the proposal for $10,000 life insurance policies, saying they amount to about $3 per month per teacher and would not benefit many of them.

She asked the board to adopt the special master's recommendation that teachers receive the same insurance package they have received in the past.

On the issue of tenure and due process, Ms. Ellis said "we feel the board would have no reason to dismiss a teacher without just cause." She said teachers are not "indentured servants who can be released at will."

She also said the special master's recommendations on grievances should be adopted. The special master had recommended one of two planks sought by the CEA on grievances, which would allow the organization to file grievances in its own name.

In the area of teacher privacy, Ms. Ellis said, "we feel very strongly that unless (private life) affects the teacher's performance in the classroom, it's really no one's business but your own."

She also said that Columbia County had ranked high on the teacher-salary scale statewide in the past, but that based on recent contract changes in 10-15 Florida counties, "we're falling far behind in salaries as well as fringe benefits."

Following the meeting, School Supt. Phillips indicated to the Reporter that the salary recommendations presented Thursday will not necessarily be his final offer.

"As long as we keep laying it out on the table, we want to keep a door cracked," Phillips remarked. "If everything's there I hope I'm big enough to look at it and stay open minded about it" when the total budget information is compiled.

But he added, "I'm not willing to obligate the board or the county to things they cannot do."

Phillips said the school system is "extremely well stocked" with supplies in that the cutback in supplies he recommended in order to finance the proposed pay increases would not have an adverse effect inthe classroom.

"We have supplies that would be the envy of any county in the area," he said.

APPENDIX O

ADDENDA AND DELETIONS

Article III Association and Teacher Rights

H. deleated

Article V GrievanceProcedure

B. Definitions

Grievant shall include the Association provided that the Association on its own may not continue and submitto arbitration any grievance filed and later dropped by an individual grievant.

Article V Grievance Procedure

N. Continuance

refer to definition

Article XVIII Professional Compensation

A. To grant increments and board approved rank changes.

C. (Refer to A)

Article XXIV Terminal Pay

The Board grant the teacher's demand on terminal pay of 1/2 instead of the 1/4 recommended by the Special Master, and since increments stop at fifteen years, length of service be set at fifteen years.

Article XXV Paid Holidays

The Board grant two days paid vacation.

Article XXVI Tenure and Due Process

(deleted)

The items on this page are taken directly from the School Board's document concerning the items they were to consider from the Special Master's report. As soon as we have clarification from Dr. Phillips on these we will pass the information on to you.

Your C.B. Team

APPENDIX P

RATIFICATION

WHO? Bargaining Unit (CEA members and non-members)
- Teachers
- Librarians
- Speech Therapists
- Occupational Specialists
- School Psychologists
- Visiting Teachers

WHAT? Voting on collective bargaining contract

WHERE? Tison Auditorium, City Hall

WHEN? Tuesday, Nov. 25,1975

TIME? 4:00 - 4:30 Questions
4:30 - 5:30 Voting

A simple majority of those voting will determine the outcome (50% + 1).

Voting will be done by secret ballot and building representatives will be responsible for certifying eligible voters.

Below is the question you will be voting on:

(SAMPLE BALLOT)

I ratify the collective bargaining contract between the CEA and the Columbia County School Board.

Yes _____ No _____

VOTING PROCEDURE

1. State your name to the polling clerk
2. Sign next to your name on the polling clerk's list
3. Receive your ballot
4. Mark your ballot clearly and carefully
5. Deposit the ballot in the ballot box

REMEMBER

1. Blank ballots will be discarded
2. Ballots with ambiguity of vote (erased or more than one mark, etc.) will be discarded

PLEASE COME AND VOTE

Teachers ratify new pact by almost 3-1 margin

L.C.R. 11-26-75

BY ED HARDEE
Managing Editor

Columbia County teachers voted better than two-to-one Tuesday to ratify a new contract for the 1975-76 school year offered by the Columbia County School Board.

The action paves the way for a scheduled board meeting Monday afternoon, when the board members themselves will decide whether to ratify the contract agreement.

Roughly half of Columbia County's instructional personnel cast ballots in Tuesday's ratification vote, with the outcome never in doubt after the ballot count began.

The final tally showed 138 teachers had voted to ratify the contract, with 52 voting to reject the pact.

The Columbia Education Association, which represented teachers during lengthy negotiating sessions which began in June of this year, had expressed guarded endorsement of the school board's final contract offer.

When the ratification results were in Tuesday, CEA officials admitted mixed feelings but vowed that "this is only the first step" in collective bargaining for Columbia County teachers.

"We're happy so many teachers turned out to vote," said CEA chief negotiator Vickie Ellis. "We're not happy that we didn't get an increase in salary."

The CEA had sought a 5.25 per cent pay raise for instructional personnel after the pay hike was recommended in September by a state-appointed special master. The school board, fearing cutbacks in state revenue, declined to offer any pay increases other than lifting a freeze on regular incremental raises based on years of teacher service.

Miss Ellis, who was among CEA members who volunteered their services as negotiators for the teacher group, said the primary dissatisfaction among teachers stems from the lack of salary increases in the new contract proposal.

But the CEA members maintained that several planks in the proposed contract would not have been included if collective bargaining had not been carried through.

They cited guaranteed planning time, breaks for elementary teachers, maternity leave and time limits on ad-

Miss Ellis said county teachers ratified the contract because "they reallize it's the best they're going to get from the people we're dealing with."

She said negotiations for a new 1976-77 contract are scheduled to begin in March, and that county teachers evidently felt "there wouldn't be any purpose to hold up on this one."

Although the teachers now have ratified the negotiated contract, the school board still must do so in order to make the pact official.

Board members emphasized at a special meeting last week that they had not yet ratified the document. The board will meet Monday afternoon at 4 p.m. at the Columbia County Courthouse to consider ratification of the agreement.

CEA President Sharon Richards said ratification by the school board Monday "will show that they have been bargaining in good faith" during the lengthy contract sessions.

If the contract is not ratified by the board Monday "we go back to the negotiating table," said CEA official Sandy Braddock.

205

222

223

APPENDIX Q

CONTRACT

School Board of Columbia County

and

Columbia Education Association

1975 - 1976

Preamble

This agreement is entered into this FIRST day of DECEMBER, 1975, and continuing through the THIRTIETH day of JUNE, 1976, by and between the School Board of Columbia County, Florida, hereinafter called the "Board," and the Columbia Education Association, herinafter called the "Association."

The Board and Association have negotiated in good faith with respect to salaries, hours, and all other terms and conditions of employment and have reached these agreements:

Article I Recognition

A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for the following employees: all certified, contractual, regular employees who work as Classroom Teachers, Librarians, Counselors, Speech Therapist, Occupational Specialists, School Psychologist, Visiting Teachers and those not on the excluded list as certified by the Public Employees Relations Commission and are certified personnel.

B. The procedure for decertification, unit clarification, and impasse shall be those set forth under applicable PERC rules and regulations.

II. DEFINITIONS

1. BOARD: Shall mean the School Board of Columbia County, Florida.
2. ASSOCIATION: Shall mean the Columbia Education Association.
3. BARGAINING UNIT: Shall mean all certified, contractual, regular employees who work as classroom teachers, Librarians, Speech Therapists, Occupational Specialists, School Psychologists and Visiting Teachers (and those not on the excluded list.)
4. TEACHER: Shall mean any employee as defined in the bargaining units.
5. AGREEMENT: Shall mean the agreements reached between the negotiating team of the Columbian Education Association and the negotiating team of the Columbia County School Board which have been reduced to writing, signed by the two respective negotiating teams and ratified by the Columbia County School Board and the Columbia Education Association.
6. SUPERINTENDENT: Shall mean the chief executive officer of the school system or his designee.

III. Association and Teacher Rights

A. The Board hereby agrees that every employee in the Bargaining Unit shall have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing. No teacher shall be discriminated against in regard to wages, hours, and any other term or condition of employment as a result of membership in the Association or for his/her participation in Association activities or grievance proceedings.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Florida School Laws or other applicable laws and regulations. The rights granted to teachers herein shall be deemed to be in addition, to those provided elsewhere.

C. The Association and its representative shall have the right to use school buildings on the same basis as other non-profit community organizations.

D. The Association and its representatives shall have the right to use school equipment on the same basis as any other non-profit community organizations, determined in each school center and/or administrative centers.

E. The Association shall have the right to the exclusive use of one bulletin board (at least 9 square feet of surface space) in each school at a location arranged with the principal and to place official notices in faculty mailboxes.

F. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property as long as it does not interfere with student contact time or planning time of those parties involved.

G. The Board agrees to furnish the Association upon request and at no more than cost, any materials that are a matter of public record.

H. The provisions of this Agreement shall be "applied without regard to race, creed, color, religion, national origin, age, sex or marital status. The Board shall not abridge these or any other constitutional rights.

I. (1) Any teacher who is a member of the Association, or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year therafter as long as the Association remains the bargaining agent unless revoked in writing with thirty days (30) notice given to the Board and Association.

(2) The Board shall deduct such dues as are authorized by bargaining unit members under (1) above in four equal monthly installments from the teacher's regular salary checks, beginning with the salary check received by the teacher in the month following the date of authorization and continuing for the following three months. The sums deducted shall be remitted to the Association within ten days after the salary checks are issued. Upon termination of a teacher's employment, the Board shall deduct all unpaid Association dues from the remaining paycheck(s) and remit such payment to the Association.

(3) For the services rendered by the Board in (2) above the Association agrees to pay an annual fee equal to the cost of such services. This amount is to be agreed upon anually by the Superintendent and the president of the Association, based upon cost estimate supplied by the business office. Provided, however, that such cost shall not exceed one (1) dollar per member per year.

J. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for all existing payroll deductions.

K. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to promptly disburse said sums to the proper designee.

L. Meetings and conferences with Association officers and administrators or the board which may be required in administration of this agreement shall normally be held outside of regular teacher work hours. In the event that an administrator should schedule a meeting during work hours, teachers involved would attend such meetings without loss of pay or leave benefits.

M. A representative of the Association shall be given an opportunity to speak briefly at the end of each regularly scheduled faculty meeting.

N. A teacher and/or his/her designee shall be allowed to review materials, except those materials expressly prohibited by law, in his/her personnel file with appropriate notice. No material derrogatory to a teacher's character shall be placed in his/her personnel file unless the teacher has been given an opportunity to read and comment upon such material.

O. There shall be one official file for each teacher and any material relevant to the teachers professional performance or character shall be kept in that file.

IV. Negotiation Procedures

A. It is agreed that matters not specifically covered in this Agreement but of common concern to the parties may be subject to negotiations between them from time to time during the period of this Agreement by mutual consent.

B. Representatives of the board and the Association may meet during the regular school year at a time convenient to both parties for the purpose of discussing problems which could necessitate reopening negotiations.

Further, the requesting party will submit to the other, at least twenty-four (24) hours prior to the meeting an agenda covering what they wish to discuss. Should such meetings lead to reopened negotiations which culminate in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the board and members of the bargaining unit the same as this Agreement.

C. If either party desires to modify, amend, or terminate this Agreement, a written notice must be submitted to the other party prior to March 15 of the year in which the Agreement expires. If such notice is given, negotiations shall be initiated on or before April 1.

D. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority vote of employees voting in the unit, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions and reach agreement in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) by the Association.

V. Grievance Procedure

A. Purpose. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the disputes which may arise concerning the application of this agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions. The term "grievance" shall refer to a written allegation by a grievant that an interpretation or application of the terms of this agreement has been violated. The term "grievant" shall mean an employee or group of employees or the Association, provided, however, the Association on its own may not continue and submit to arbitration any grievance filed and later withdrawn by a grievant other than the Association.

The term "employer" shall mean the School Board.

The term "days" shall mean working days.

C. Time Limits. Since it is most important that grievances be processed as rapidly as possible the number of days indicated at each level is to be considered the maximum and every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement of the parties.

D. End of Year Grievance. In the event that a grievance is filed within the last two weeks of the school year the time limits contained herein shall be reduced by 1/2 at each level.

E. Released Time. Grievances will ordinarily be processed outside the regular work day. If the Board or its representative should elect to schedule meetings during the regular workday, then release time shall be provided to all participants and witnesses.

F. Filing. Within 5 days following knowledge of the act or condition which is the basis for the grievance, the grievant may file a grievance with the school principal or other immediate supervisor or designated representative.

G. Representation. All employees shall have the right of Association representation at each step of the grievance procedure. No grievant may be required to discuss any grievance if the Association representative is not present. The Association shall be given prior notice of any meeting held at level one (1) or above to resolve a grievance.

Any individual employee or group of employees (in the bargaining unit) shall have the right at any time to present a grievance to the designated representatives of the Board and to have said grievance adjusted without the intervention of the bargaining agent as long as the adjustment is not inconsistent with the collective bargaining agreement and the bargaining agent has been given the opportunity to be present at any step after the informal level. Copies of the employer decisions at any step of the grievance procedure whatsoever shall be speedily delivered to the bargaining agent.

A grievant shall not be represented by any person who might be required to take action, or against whom action might be taken, in order to adjust the grievance, or by a representative of any other employee organization.

H. Informal Discussion. In the event that an individual teacher believes there is a basis for grievance, the individual shall first discuss the alleged grievance with the building principal or immediate supervisor either personally or accompanied by the organization's representative.

I. Level One. If, as a result of the informal discussion with the principal or immediate supervisor, a grievance still exists the greivant may invoke the formal grievance procedure by filing with the principal or supervisor on a form signed by the grievant stating the nature of the grievance and the relief sought. A copy of the grievance shall be sent to the Association. If the grievance involves more than one school building or unit, it may be filed with the Superintendent or his designated grievance representative at Level Two. The school principal or designated representative or the immediate supervisor shall have eight (8) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision to the grievant.

J. Level Two. If the grievance is not settled to the grievant's satisfaction or if a written decision is not submitted within the designated time limits at Level One, the grievant may move grievance to Level Two by written notice to the Superintendent or his designated representative within 8 days. The Superintendent or the designated representative shall have eight days after receipt of the grievance in which to hold a conference with the grievant and shall give a written decision to the grievant within eight (8) days after the conference.

K. Level Three. If the grievance is not solved at Level Two to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level Two, the grievant after notifying the Association may move the grievance to arbitration by notifying the Board within eight (8) days.

The parties shall then contact the FMCS to secure a list of arbitrators and the arbitrator shall be selected and shall function according to the rules of FMCS. If the question of arbitrability is raised by the Board, the question shall be determined in the first instance by the arbitrator.

The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearings or final submissions. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this agreement or go beyond the issues presented. The decision of the arbitrator shall be final and binding upon the parties.

L. Costs. The costs for the services of the arbitrator shall be borne equally by the grievant and the board.

M. No Reprisals. No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

No documents of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any non-administrative or non-supervisonal employee but shall be kept in a separate file.

N. Notwithstanding the expiration of this Agreement, any claim or grievance arising before the expiration date may be processed through the grievance procedure until resolution.

The grievant may be permitted to withdraw the grievance at any point during the process.

The Association shall be notified of such withdrawal at that time.

VI. Teaching Conditions

A. Duties other than classroom duties shall be scheduled on an equitable rotating basis, except for those teachers specifically exempted from same. Teachers required to serve duty beyond that which has been scheduled shall be granted compensatory time at a time mutually agreeable to the teacher and the principal.

B. A duty free lunch period consisting of 25 consecutive minutes shall be scheduled by the principal for each teacher each day. When a teacher is required to assume duties during his/her assigned lunch period, compensatory time at the end of the student day shall be arranged mutually between the teacher and the principal.

C. The Board shall make available in each school one room, air conditioned when possible, for use by teachers as a lounge. Restroom and lavatory facilities shall also be made available for use by teachers. These facilities shall exclude students unless an emergency situation prevails.

D. The Board shall endeavor to maintain classrooms and other learning areas in a clean condition. This shall usually be done with other than instructional personnel except in the case of an emergency.

The Board shall endeavor further that class periods are as free as possible from interruption and that measures are taken to ensure the safety and welfare of members of the bargaining unit within the limits of reasonableness.

E. Where scheduling permits an area or areas shall be designated for necessary teacher conferences with parents and/or students.

F. No elementary teacher shall be required to have more than one hundred and twenty (120) minutes of continuous student contact time without being assigned by the principal a ten (10) minute break. The principal shall endeavor to schedule the break during the contact hours. No more than one such relief period shall be scheduled per day.

G. Teacher participation in extra-curricular activities scheduled outside the regular teacher workday for which no additional compensation is paid shall be strictly voluntary. Teacher participation in extra-curricular activities scheduled during the regular teacher workday shall be assigned by the principal.

H. Teachers shall be required to remain at the end of the school day for the purpose of attending regularly scheduled faculty meetings or other professional meetings one (1) time per week if needed during the school year. These meetings shall not exceed thirty (30) minutes past the regular school day. These provisions do not apply to faculty or other professional meetings held during pre or post planning periods or emergency situations.

I. When school is not in session, teachers may be given access to the building by arranging such access with the principal.

J. Observations of a teacher's class by persons other than school system administrative/supervisory personnel shall be allowed only after written consent has been granted by the principal. The teacher to be observed shall be notified at the time written consent is given by the principal.

K. The principal shall appoint one (1) department chairperson, grade level chairperson, or wing leader in each department, grade level or wing.

In the secondary schools release time shall be granted at the rate of one class period per day for each department chairperson with ten (10) or more teachers in the department. Release time may be granted by the principal if he/she deems it necessary for department chairpersons with less than ten (10) teachers in the department.

In the elementary school release time may be granted by the principal if he/she deems it necessary for grade level chairpersons or wing leaders.

L. The board shall provide faculty mailboxes in each school.

M. The length of the teacher workday shall be no more than 7 1/2 hours.

Planning time within the workday shall be allocated as follows:

High School - no less than 250 minutes per week

Junior High - no less than 250 minutes per week

Elementary - no less than 200 minutes per week

Kindergarten- no less than 100 minutes per week.

Teachers teaching 6 periods (high school and junior high) shall have their planning time during the time when morning and afternoon duty is scheduled.

VII. Teachers' Authority and Protection

A. A written statement by the Board governing the use of corporal punishment of students shall be provided to all teachers no later than the first week of school, if possible, and amendments thereto as they become available.

B. The administration shall publicize to all students a code governing student conduct and discipline during the first week of school when practical.

C. Individual records will be maintained on student discipline and made available to teachers as an aid for determining disciplinary recommendations for particular students to the principal.

D. Any case of assault upon a teacher shall promptly be reported in writing to the Board. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to the assault.

E. No action against a teacher shall be taken on the basis of a complaint by a parent or student or other individual nor any notice thereof shall be included in the teacher's personnel file unless the teacher is given a copy of such notice.

F. Upon request a teacher may have present a representative of the Association when he/she is to be reprimanded about a situation when he/she or the principal believes such could lead to dismissal or return to annual contract. Prior notice of such conference shall be made.

G. Whenever in the opinion of the Board or its representatives it appears that the presence of a particular student in a class will impede the orderly process of education because of disruptions caused by said student, the Board or its representative shall endeavor to correct the situation.

H. Time lost by a teacher in connection with any incident incurred in the line of duty shall be handled as follows:

Time for appearances before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave.

VIII. General Employment Practices

A. Marital status, race, creed, religion, color, sex, age, national origin or association affiliation, or number of years teaching experience shall not be made a condition of employment.

B. Each teacher shall present a certificate stating that they are physically able to perform the duties of the position. Such evidence shall be obtained from a licensed physician of the teacher's choice, cost of such examination shall rest with the teacher. If any medical examinations are required subsequent to this examination by a physician designated by the Board, cost of said examination(s) shall be borne by the Board. Examination forms will be available from each principal or the personnel office.

C. Salaries of teachers employed in Summer school, evening school or other programs in the school district will be computed on an hourly rate based on the following formula: 1/196 x the teacher's respective current annual salary x 1/7.5.

D. Salaries for teachers shall be paid in twelve (12) equal payments on the 15th day of each month during the school year and in three (3) checks of equal amount to be delivered on June 15th. Summer school paychecks shall be paid on the last teaching day of the summer term.

E. Deductions for personnel during the regular school year for daily absences not covered by provisions of this agreement shall be made at the rate of 1/196 of the annual contractual salary per day.

F. All high school and junior high school counselors shall be employed five (5) school days beyond the regular school term and then five (5) days prior to the regular school term at a daily rate of pay based on 1/196th of the counselor's regular annual contractual salary.

IX. Professional Qualifications and Assignments

A. The Board shall endeavor to give all teachers written notice of their schedules for the forthcoming semester no later than January 1 for the second semester.

B. Teachers shall not be required to arrange for substitutes.

X. Teacher Transfer

A. Any teacher who wishes to make application for transfer to any vacancy shall submit his/her request in writing to the personnel office and such application shall include in order of preference, the school or schools, subject(s) or grade level desired.

B. Transfers and change in assignments will be based on mutual agreement of teacher and administration.

C. Transfer and change in assignments will be on a voluntary basis whenever possible. Transfer or change of assignment will be temporary until approved by the school board.

XI. Promotions & Vacancies

Known openings for positions in the district for which certification is required shall be posted in each school by May 1 by the Board. The posting shall clearly set forth a description of required qualifications. No vacancy shall be filled except on a temporary basis until such notice has been posted for at least ten (10) days prior to the last day on which applications will be accepted.

During the summer months when school is not in regular operation or on an emergency basis during the regular school year, a vacancy may be filled on a temporary basis until the procedures of this article can be followed.

XII. Teacher Evaluation

A. All teachers shall be given a copy of the assessment form during preplanning of each year.

B. Assessments shall occur at least twice a year and shall normally occur at least once each semester. If mechanical devices are to be used in the evaluation of a teacher, prior notification will be given.

C. The teacher shall sign and be given a copy of the completed assessment form, though the signature does not necessarily indicate agreement with its content. The teacher shall be given the opportunity to comment thereon.

XIII. Reduction in Personnel and Recall

A. If the board determines that the number of teaching positions must be reduced, the board shall determine the grade level and/or subjects affected and shall notify teachers who may be affected and notify the association.

B. Lay-off

Reduction among grade level or subjects shall normally occur as follows:

1. Annual contract teachers shall be reduced first. If the board must choose among its annual contract teachers priority criteria shall be: certification, suitability and seniority as to current date of employment.
2. Continuing contract teachers shall be next.

C. Recall

If, during six months following such reduction openings occur for which individuals reduced are qualified they shall be recalled in inverse order of lay-off.

Nothing in this article shall prevent the board from maintaining a racially balanced staff.

XIV. Leaves

A. Leave is permission granted in advance for a teacher to be absent from his/her contractual duties for a specified period of time. Permission is granted in advance and shall not be granted retroactively. Sick leave and emergency leave are deemed to be granted in advance provided prompt report is made to the proper authority.

B. Four (4) days sick leave shall be credited to each teacher at the beginning of the school year and one day for each month thereafter until the number of days granted equals the number of months worked. Sick leave days may be used for personal illness including pregnancy related ailments or disability of the teacher, or death, disability or serious illness of father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her household. Such leave shall be cumulative from year to year without limit as to the number of days that may be accrued. The teacher shall endeavor to notify the principal or his designee of this absence in advance.

Any employee who has used all accrued sick leave shall be granted sick leave without pay. Accrued sick leave shall be transferred upon request from other school districts provided that one-half of this accrued leave be established in Columbia County.

C. Emergency Leave

Two days of emergency leave with pay may be allowed by the board for an employee each school year. Such leave shall be charged to accrued sick leave and is non-cumulative.

D. Personal Leave

A teacher is entitled to up to two (2) days of personal leave with pay which must be granted by the board. Personal leave must be requested and granted in advance. Personal leave shall be charged to accrued sick leave and is non-cumulative. Personal leave may be used at the discretion of the teacher.

Personal leave without pay may be granted by the board for a period of up to but not to exceed one year. This does not apply to personnel under annual contract.

E. Maternity Leave

Sick leave for normal child bearing purposes shall be granted for a period of up to twenty (20) days to be deducted from accumulated sick leave. Additional accumulated sick leave for pregnancy related complications shall be granted when substantiated by a written statement from the teacher's physician. Additional maternity leave without pay shall be granted for the remainder of the school year or after exhaustion of accrued sick leave. Alternatively, maternity leave without pay may be granted at the teacher's request.

F. Jury Duty

A teacher serving on a jury shall be granted jury duty leave with pay. If the application is approved, he/she shall receive his regular salary but shall remit to the school board by check the amount received for jury duty less the amount received for travel and expenses.

G. Military Leave

Teachers participating in annual military exercises shall endeavor to have such duty scheduled during the summer months when school is not in session. If the teacher is unable to schedule such duties outside the work year he/she shall present to the board copies of such orders and shall be granted leave up to a maximum of seventeen (17) days military leave. Such leave shall be without loss of compensation.

H. Illness in the Line of Duty

Any teacher who is absent from work as a result of some injury or illness sustained on the job may be granted illness-in-the line of duty leave for up to ten (10) days. Such leave if granted by the board shall not be charged to accumulated sick leave. The board may consider requests for extensions of leave beyond the ten days provided that the employee is under contract during the time of such leave and compensation.

I. Witness Duty

Where a teacher is under subpoena as a witness in connection with his official duties or in a court action in which he is not a party to the litigation, he shall be granted leave. Such leave shall be with or without pay at the discretion of the board.

J. Professional Leave

1. Limited Professional Leave: Leave up to thirty days may be granted authorizing absence from contractual duties to engage in activities which will result in professional advancement or which will contribute to the teaching profession. This type of leave may be granted by the board and when so granted shall be with or without pay at the discretion of the board.

2. Extended professional leave without pay may be granted for professional improvement in excess of thirty days but for a period not to exceed one year.

K. Temporary Duty

A member of the instructional staff may be granted temporary duty for short term professional duties inside or outside the school district. Any employee granted temporary duty shall receive his regular pay and may be allowed expenses as provided elsewhere in this agreement.

L. Terminal Pay

The board shall provide terminal pay to any teacher who has concluded fifteen (15) years of service upon the teacher's retirement or to the teacher's beneficiary if service is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the teacher in the final year of employment multiplied by one-half the total number of accumulated sick leave days credited to the teacher at the time of retirement or death, or sixty (60) days whichever is less. "Retirement" shall mean retirement under any applicable Florida teachers' retirement system program.

M. Paid Holidays

Teachers shall be entitled to two (2) paid holidays which shall be included in the 196 regular working days. The two (2) paid holidays shall be scheduled by the board.

XV. Student Teaching Assignments

No teacher shall accept and supervise more than one full-time student teacher per school term. Any remuneration paid the district for accepting such student teacher shall be paid in full to the supervisory master teacher.

XVI. Emergency School Closing

A. When, in the judgement of the superintendent, extreme weather conditions, fire, or other acts of God require closing of the schools, and the decision is made prior to the regular opening time, information about such closing shall be released to the local radio stations.

B. If school is closed after the regular opening hour, the superintendent or his designee will notify teachers through the building principals of the closing and the method by which they will be notified when to return.

C. When schools are closed by the superintendent for reasons set forth in paragraph A, but excluding concerted absences of school system employees, members of the bargaining unit will be paid their regular salaries and no leave days previously arranged by a teacher will be deducted for such emergency days.

XVII. Academic Freedom

Teachers shall be expected to follow courses of study, approved textbooks, or other guides established or approved by the board for the teaching of the grade or subject assigned. Within these guidelines the teacher should not be prohibited from permitting students to express their views or to refrain from discussion of areas appropriate to the course of study so long as a sincere effort is made to present all sides of issues which may be controversial.

XVIII. Professional Compensation

A. The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix "A" of this agreement.

B. Credit on the salary schedule shall be given a teacher for each year of military service up to a maximum of four (4) years.

C. Extra-pay-for-extra-duty positions shall be those as set forth in Appendix--which is attached to and incorporated in this Agreement. Teachers assigned to such positions shall be paid in accordance with said Appendix.

D. Change of Rank: Upon presentation of original valid certificate of increase of rank or proof of completion of necessary requirements for change of rank on or before September 1 or February 1 by the teacher to the district personnel office, the teacher will receive the appropriate increase in salary according to the salary schedule for the following pay period and from thereon for the balance of the teacher's contract period.

Consideration for change of rank shall be contingent upon proof or application filed in the personnel office.

E. Non-owners Insurance Coverage: The board shall provide non-owners insurance coverage to protect teachers who are authorized to transport students or other persons in a privately owned vehicle on school and/or school related activities.

F. Free Attendance at School Activities: All teachers may attend, free of charge, all school activities including athletic events in Columbia County.

G. Errors in Teacher Paychecks: Errors made on teachers' payroll checks shall be corrected and paid in full in the next check if possible.

XIX. Miscellaneous

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this agreement.

B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Any individual contract between the Board and an individual teacher shall be made expressly subject to the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. The Board agrees that it will not modify any condition of employment agreed upon herein until such condition has been a subject of negotiations and ratified by both parties under such procedures for negotiations as defined in this Agreement.

F. Copies of this Agreement titled "Agreement between the Columbia Education Association and the School Board of Columbia County" shall be printed at the joint expense of the Board and the Association within thirty (30) days after the agreement is signed and shall be presented to all teachers now employed and hereafter employed. Further, the Association shall be furnished twenty-five (25) copies of said printed Agreement. The Association and the Board shall confer upon the format and cost of such printing and mutually agree on the printing.

XX. Management Rights

Nothing contained herein shall be considered to deny or restrict the Board of their rights and responsibilities under the Florida School Laws or any other laws. All the rights the Board had prior to this agreement are retained by the Board whether or not such rights have been exercised by the Board in the past.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which areclearly expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement.

The matters contained in this agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this agreement except as specifically provided by this agreement.

It shall be the right of the Board to hire employees and determine their qualifications, their placement, layoff, and to promote and transfer all such employees except as specifically provided by this agreement.

XXI. Association and Board Accountability

The Association and Board agree to adhere to the responsibilities vested in them as the certified bargaining agent and the public employer respectively.

XXII. No Strike Clause

A. The Association agrees that it shall not authorize, sanction, condone, engage or acquiescein any strike as prohibited in Florida Statue, Section 447.018. Strike shall be defined as sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the concerted submission of resignations, the stoppage of work, or the concerted abstinence from the full faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, condoning or coercing a change in terms and conditions of employment, or the rights, privileges, or obligations of employment, and any other concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the Board.

B. Any violation of this article shall mean that the association may be held liable for any and all damages, injuries or expenses incured or suffered by the Board.

C. Any employee whose participation in a strike as defined in "A" above may be subject to disciplinary action without recourse to the grievance procedure. Factual disputes concerning such participation may be processed as a grievance.

XXIII. Save Harmless

A. The Association agrees to indemnify the Board for all claims, demands, cost, and legal action brought against the Board as a result of proven negligence on the part of the Association's actions in compliance with this agreement as determined by a court of competent jurisdiction concerning use of buildings, bulletin boards, equipment, and mailboxes.

B. The Association agrees to reimburse the Board the actual amount for any errors in dues deduction, remitted to the Association, further, the Association agrees to pay court cost incured by the Board resulting from a suit brought against the Board due to erroneous or faulty data pertaining to dues deduction submitted to the Board by the Association.

APPENDIX "A"

Columbia County School Board

Payroll Period Schedules for the 1975-76 K-12 Salary Schedule

Middle of Month

Regular 10 months personnel and instructional substitutes are to be paid on the fifteenth of the month unless it falls on a Saturday or Sunday. In that event, personnel will be paid on the last working day prior to the fifteenth.

End of Month

Regular 12 months personnel, bus drivers, school lunch, adult education, non-instructional substitutes, teacher aides, non-instructional hourly personnel are to be paid on the last day of the month unless it falls on a Saturday or Sunday. In that event, they will be paid on the last working day prior to the end of the month.

Summer Program

All summer program personnel will be paid on July 15th and/or August 15th unless those days fall on a Saturday or Sunday. In that event, personnel will be paid on the last working day prior to the fifteenth.

During the month of December, the end of the month pay checks will be issued as soon after the middle of the month payroll as possible in order that employees may be paid before Christmas.

COLUMBIA COUNTY SCHOOL BOARD
1975-76 Salary Schedule
For Ten Scholastic Months or 196 Days of Service

Out of County Service: The maximum allowable experience for which credit may be given for placement on the Salary Schedule is 15 years of Florida experience and 10 years out-of-state experience. Five years credit may be given for active military duty, but will not increase the out-of-state experience beyond the ten year maximum. All experience, including employment and military duty, must be officially verified before credit may be given.

Salary Formular: $\frac{\text{10 Months Salary}}{196}$ X Days of Service

RANK III

YEAR	AC		CC		CC-7		CC-10		CC-15	
1	1.000	8200								
2	1.015	8323								
3	1.030	8446								
4	1.045	8569	1.10	9020						
5	1.060	8692	1.13	9266						
6	1.075	8815	1.16	9512						
7	1.090	8938	1.19	9758						
8	1.105	9061	1.22	10004	1.25	10250				
9	1.120	9184	1.25	10250	1.28	10496				
10	1.135	9307	1.28	10496	1.31	10742				
11	1.150	9430	1.31	10742	1.34	10988	1.37	11234		
12	1.165	9553	1.34	10988	1.37	11234	1.40	11480		
13	1.180	9676	1.37	11234	1.40	11480	1.43	11726		
14	1.195	9799	1.40	11480	1.43	11726	1.46	11972		
15	1.210	9922	1.43	11726	1.46	11972	1.49	12218		
16									1.55	12710

RANK II

YEAR	AC		CC		CC-7		CC-10		CC-15	
1	1.150	9430								
2	1.165	9553								
3	1.180	9676								
4	1.195	9799	1.25	10250						
5	1.210	9922	1.28	10496						
6	1.225	10045	1.31	10742						
7	1.240	10168	1.34	10988						
8	1.255	10291	1.37	11234	1.40	11480				
9	1.270	10414	1.40	11480	1.43	11726				
10	1.285	10537	1.43	11726	1.46	11972				
11	1.300	10660	1.46	11972	1.49	12218	1.52	12464		
12	1.315	10783	1.49	12218	1.52	12464	1.55	12710		
13	1.330	10906	1.52	12464	1.55	12710	1.58	12956		
14	1.345	11029	1.55	12710	1.58	12956	1.61	13202		
15	1.360	11152	1.58	12956	1.61	13202	1.64	13448		
16									1.70	139[illegible]

RANK I-A

YEAR	AC		CC		CC-7		CC-10		CC-15	
1	1.225	10045								
2	1.240	10163								
3	1.255	10291								
4	1.270	10414	1.325	10865						
5	1.285	10537	1.355	11111						
6	1.300	10660	1.385	11357						
7	1.315	10783	1.415	11603						
8	1.330	10906	1.445	11849	1.475	12095				
9	1.345	11029	1.475	12095	1.505	12341				
10	1.360	11152	1.505	12341	1.535	12587				
11	1.375	11275	1.535	12587	1.565	12833	1.595	13079		
12	1.390	11398	1.565	12833	1.595	13079	1.625	13325		
13	1.405	11521	1.595	13079	1.625	13325	1.655	13571		
14	1.420	11644	1.625	13325	1.655	13571	1.685	13817		
15	1.435	11767	1.655	13571	1.685	13817	1.715	14063		
16									1.775	14555

RANK I

YEAR	AC		CC		CC-7		CC-10		CC-15	
1	1.300	10660								
2	1.315	10783								
3	1.330	10906								
4	1.345	11029	1.40	11480						
5	1.360	11152	1.43	11726						
6	1.375	11275	1.46	11972						
7	1.390	11398	1.49	12218						
8	1.405	11521	1.52	12464	1.55	12710				
9	1.420	11644	1.55	12710	1.58	12956				
10	1.435	11767	1.58	12956	1.61	13202				
11	1.450	11890	1.61	13202	1.64	13448	1.67	13694		
12	1.465	12013	1.64	13448	1.67	13694	1.70	13940		
13	1.480	12136	1.67	13694	1.70	13940	1.73	14186		
14	1.495	12259	1.70	13940	1.73	14186	1.76	14432		
15	1.510	12382	1.73	14186	1.76	14432	1.79	14678		
16									1.85	15170

JROTC INSTRUCTORS

Pay for all JROTC instructors will be an amount, which when added to their retired pay, will equal the amount of their active duty pay, exclusive of hazardous duty pay and as verified by the responsible finance and accounting officer of the United States First Army Headquarters at Fort Bragg, North Carolina.

SALARY SCHEDULE FOR CERTIFIED SUMMER INSTRUCTORS

RANK	CONTRACT STATUS	DAILY RATE
V	AC	17.19
IV	AC	18.21
III	AC	31.68
	CC	33.92
	CC-7	36.04
	CC-10	38.24
	CC-15	42.27
II	AC	37.32
	CC	39.56
	CC-7	41.69
	CC-10	43.89
	CC-15	47.96
I-A	AC	41.32
	CC	43.56
	CC-7	45.68
	CC-10	47.88
	CC-15	51.18
I	AC	45.31
	CC	47.54
	CC-7	49.66
	CC-10	51.86
	CC-15	55.16

B. The following hourly rates shall be paid for regular or substitute part-time employees in recreational or other adult and community school programs that are not oligible to earn state FTE funds, or in other cases based on the flexible needs of the adult and community school programs:

Below Rank 3 (or below 4 year college degree)	$3.00 per hour
Rank 3 (or 4 year college degree)	4.00 per hour
Rank 2 (or master's degree or higher)	5.00 per hour

C. In addition to other provisions, regular or substitute part-time non-instructional assignments in the adult and community school program may be paid at hourly rates based on the regular full-time salary schedule for similar full-time positions; provided, the Superintendent may waive the high school graduation requirement when it would be applicable if employment were full-time.

D. The rate for in-service training (workshops, etc.) for the adult and community school program normally shall be the same as for other programs.

SALARIES FOR PART-TIME ADULT AND COMMUNITY SCHOOL EMPLOYEES

A. Instructional salaries for part-time, regular or substitute assignments in programs eligible to earn state FTE funds: (1) All regular part-time employees are eligible also to substitute, in addition to those approved as substitutes, only (2) "Type of Contract" below refers primarily to regular day-program instructional contracts held by employees also employed part-time in this program, as other part-time employees are eligible for only the "AC" (Annual Contract) hourly rates. (3) Non-certificated persons employed for 160 hours or less per fiscal year under State Board Regulations, Section 5A-6.11, shall be paid for the respective ranks they would hold if certified on the basis of college credit; provided, certified public accountants and attorneys shall be entitled to not less than the beginning rates for Ranks II and I, respectively.

Rank	Type of Contract	(1974-75) Hourly Rate
VI, V, IV and III	AC	6.90
III	CC	7.12
	CC-7	7.32
	CC-10	7.90
	CC-15	8.65
II	AC	7.32
	CC	7.98
	CC-7	8.43
	CC-10	9.02
	CC-15	9.83
I-A	AC	8.10
	CC	8.77
	CC-7	9.23
	CC-10	9.82
	CC-15	10.63
I	AC	8.88
	CC	9.55
	CC-7	10.02
	CC-10	10.62
	CC-15	11.43

1975-76 COLUMBIA COUNTY SCHOOL BOARD

SCHEDULE OF SALARY SUPPLEMENTS

CATEGORY	SENIOR HIGH	JUNIOR HIGH
ATHLETICS:		
Athletic Director	1248	
Head Football Coach	1677	741
Head Assistant Football Coach	1170	
Assistant Football Coaches	663	296
Head Basketball Coach	905	398
Head Wrestling Coach	663	
Assistant Basketball Coaches	515	226
Head Track Coach	663	
Assistant Track Coach	562	
Head Baseball Coach	663	
Assistant Baseball Coach	562	
Golf Coach - Boys	390	
Golf Coach - Girls	390	
Tennis Coach - Boys	390	
Tennis Coach - Girls	390	
Cheerleader Sponsor	273	140
Girl's Softball Coach	308	
Girl's Basketball Coach	308	
OTHER SUPPLEMENTS		
Band	2457	1248
Director of Intramurals (9-12)	1950	
Home Economics Teacher (All Schools)	390	
Agriculture Teachers (All Schools)	390	
Guidance Counselors (Senior High Schools)	390	
School Psychologist	651	
Military Property Custodian	600	
Assistant Military Property Custodian	600	
School Nurse	500	

JHWE

Co-op coordinators may be remunerated for occupational experience up to 10 years over the 1 year required for certification purposes.

DCT DE

Co-op coordinators may be remunerated for occupational experience up to 10 years over the 2 years required for certification purposes.

INDUSTRIAL EDUCATION

Occupational experience will be allowed in addition to teaching experience up to 10 years over the 6 years required for certification purposes.

QUALIFYING OCCUPATIONAL EXPERIENCES

Qualifying work experience in field(s) to be taught must be verified by submitting the original letters from employers on business stationary giving: (1) beginning and ending dates of employment; (2) job titles; (3) descriptions of duties and responsibilities; (4) degree of success.

APPENDIX "B"

OFFICIAL GRIEVANCE FORM

NAME: _____

SCHOOL: _____ ASSIGNMENT: _____

HOME ADDRESS: _____ HOME PHONE: _____

STEP I

A. DATE CAUSE OF GRIEVANCE OCCURRED: _____

B. RELATES TO ARTICLE(S): _____ OF CONTRACT OR POLICY: _____

C. STATEMENT OF GRIEVANCE: _____

_____

_____

_____

_____

_____

D. RELIEF SOUGHT: _____

_____

_____

_____

_____ _____
(Signature) (Date)

E. DISPOSITION BY IMMEDIATE SUPERVISOR: _____

_____

_____

_____

_____

_____ _____
(Signature) (Date)

1 copy to immediate supervisor
1 copy to association
1 copy for grievant

GRIEVANCE NO. _____

TERM OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1975 and shall continue in effect through June 30, 1976. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

COLUMBIA COUNTY EDUCATION ASSOCIATION

Sharon L. Richards
President

Beverly S. Pittman
Secretary

Executive Committee Member

W. T. Rawlson
Executive Committee Member

Bettye H. Love
Executive Committee Member

Albert Montgomery
Executive Committee Member

Negotiations Committee Chairperson

SCHOOL BOARD OF COLUMBIA COUNTY

June N. Epperson
Chairman

Frank Phillips
Superintendent

Board Member

Board Member

Board Member

Board Member

Negotiations Committee Chairperson